



THE CARLSBAD CITY COUNCIL
WELCOMES YOUR PARTICIPATION
MAY 8, 2012 AGENDA

CITY COUNCIL

TO SPEAK TO COUNCIL AT TONIGHT'S MEETING:

1. For Public Hearings it is not necessary to fill out a "Speaker Card". For all other items, fill out a "Speaker Card".
 - a. For items listed on the agenda (including Consent Calendar), there is a five (5) minute time limit on individual speakers.
 - b. For items not listed on the agenda (Public Comment), there is a three (3) minute time limit on individual speakers.
2. Before the item is heard, place the card in the clear tray marked Speaker Slips. It is located on the wall adjacent to the Deputy City Clerk.
3. When called by the Mayor, come forward and begin by stating your name and address.

OTHER INFORMATION:

- Citizens may have an item listed on a future agenda by submitting a letter to the City Manager. Unless the Mayor, with the consent of the Council, otherwise directs, such presentations shall be limited to ten (10) minutes.
- It is Council's policy to adjourn meetings no later than 10:00 P.M.
- Persons with a disability may request an agenda packet in appropriate alternative formats as required by the Americans with Disabilities Act of 1990 by contacting the City Manager's office at (760) 434-2821 (voice), 711 (free relay service for TTY users), 760-720-9461 (fax) or manager@carlsbadca.gov by noon on the Monday preceding the meeting. All persons requiring reasonable accommodations or auxiliary aids in order to effectively participate in the meeting may contact the City Manager's office by noon on the Monday preceding the meeting to make such arrangements.
- *PLEASE NOTE: Written agenda related items provided to the City's legislative leaders after distribution of the packet will be available for inspection during normal business hours at the office of the City Clerk's office, 1200 Carlsbad Village Drive, Carlsbad, CA 92008. All Agenda related items will also be available at each meeting of the City's legislative leaders – please see the Deputy City Clerk during public meetings.*
- *VISUAL MATERIALS FOR CITY COUNCIL: Visual materials should be submitted to the City Clerk's Office no later than noon on the day of a Regular Council Meeting. These materials will be placed on a computer in Council Chambers for public use. Please label all materials with the agenda item number you are representing. Please refer to the time limit maximum for items submitted for viewing. All presentations/digital materials are considered part of the maximum time limit provided to speakers. All materials exhibited to the Council during the meeting (slides, maps, etc.) are part of the public record and must be kept by the Clerk for 60 days after final Council action on the matter. Your materials will be returned upon written request. **Video clips cannot be accommodated.***
- *MEETING DECORUM: Carlsbad Municipal Code sections 1.20.320 and 1.20.330 require members of the public to observe order and decorum at this meeting and to conduct themselves in a courteous manner. California Penal Code section 403 makes it a misdemeanor for any person to willfully disturb or break up any assembly or meeting with lawful authority.*

CALL TO ORDER: 6:00 P.M.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

APPROVAL OF MINUTES:

Minutes of the Regular Meeting of April 24, 2012.

Minutes of the Special Meeting of April 26, 2012.

PRESENTATIONS:

Presentation of proclamation in recognition of Respect for Law Week.

Presentation of proclamation in recognition of the Lancer Dancers, 2012 National Champions.

Presentation of proclamation in recognition of National Bike Month.

Presentation of proclamation in recognition of Lola's Market.

PUBLIC REPORT OF ANY ACTION TAKEN IN CLOSED SESSION:

CONSENT CALENDAR: *The items listed under Consent Calendar are considered routine and will be enacted by one motion as listed. There will be no separate discussion on these items prior to the vote, unless an item is removed.*

WAIVER OF ORDINANCE TEXT READING:

This is a motion to waive the reading of the text of all ordinances and resolutions at this meeting.

1. AB #20,884 – ACCEPTANCE OF DONATION.

Accepting a cash donation from the Friends of Carrillo Ranch, Inc. for the purchase of a Philips Heartstart OnSite defibrillator and storage case, to be installed in the Carrillo Ranch barn and visitor center.

Resolution No. 2012-097.

ACTION:

2. AB #20,885 – ACCEPTANCE OF DONATION.

Accepting individual donations of product and in-kind services in support of the 2012 Teen Scene special event.

Resolution No. 2012-098.

ACTION:

3. AB #20,886 – APPROVE 2012-2016 PRESERVE MANAGEMENT PLAN AND AGREEMENT FOR CONSULTING SERVICES.

Accepting the 2012-2016 Preserve Management Plan; and, authorizing execution of a Consulting Services Agreement with the Center for Natural Lands Management for open space maintenance, management and monitoring of City-owned preserve lands.

Resolution Nos. 2012-099 and 2012-100.

ACTION:

4. AB #20,887 – AUTHORIZE PURCHASE OF REPLACEMENT MOBILE INTENSIVE CARE UNIT.

Authorizing the purchase of a replacement for Mobile Intensive Care Unit (MICU) F099 from Emergency Vehicle Group, Inc.

Resolution No. 2012-101.

ACTION:

CONSENT CALENDAR Continued:

5. AB #20,888 – APPROVE AMENDMENT TO AGREEMENT.

Approving Amendment No. 6 to the agreement with Brown and Caldwell for the design of the Vista/Carlsbad Interceptor Sewer, Reaches 11B – 15, and the Agua Hedionda Sewer Lift Station, Project Nos. 3492, 3886 and 3949.

Resolution No. 2012-102.

ACTION:

6. AB #20,889 – AWARD OF CONTRACT.

Awarding the contract for the construction of a traffic signal at El Fuerte Street and Loker Avenue to HMS Construction, Inc., Project No. 6324-1.

Resolution No. 2012-103.

ACTION:

7. AB #20,890 – APPROVE ALTERNATE FUNDING APPROPRIATION FOR AGREEMENT.

Approving alternate funding for the agreement with Urban Place Consulting Group for the Village Revitalization Partnership Program; and, authorizing the Finance Director to appropriate said funding.

Resolution No. 2012-104.

ACTION:

8. AB #20,891 – REPORT ON CITY INVESTMENTS.

Accepting the City Treasurer's Report on City investments as of March 31, 2012.

ACTION:

ORDINANCES FOR INTRODUCTION:

9. AB #20,892 – RECORDATION OF SPECIFIED NOTICES.

To consider amending Title 19, Chapter 19.04 of the Carlsbad Municipal Code to require recordation of specified notices.

Introduction of Ordinance No. CS-182.

ACTION:

10. AB #20,893 – REPEAL AND AMEND CARLSBAD MUNICIPAL CODE REGULATING SOLID WASTE.

To consider repealing Title 6, Chapter 6.08 of the Carlsbad Municipal Code regulating solid waste; and, to consider amending Chapter 6.08 of the Carlsbad Municipal Code regulating solid waste.

Introduction of Ordinance No. CS-183.

ACTION:

ORDINANCES FOR ADOPTION:

11. AB #20,894 – ESTABLISH ALL-WAY STOPS.

Adopting Ordinance No. CS-179 amending Title 10, Chapter 10.28 of the Carlsbad Municipal Code to require stops on Paseo Aliso at its intersection with Via Adelfa.

ACTION:

12. AB #20,895 – ESTABLISH ALL-WAY STOPS.

Adopting Ordinance No. CS-180, amending Title 10, Chapter 10.28 of the Carlsbad Municipal Code to require stops on Adams Street at its intersection with Highland Drive.

ACTION:

13. AB #20,898 – ESTABLISH ALL-WAY STOPS.

Adopting Ordinance No. CS-181, amending Title 10, Chapter 10.28 of the Carlsbad Municipal Code to require stops on Pio Pico Drive at its intersection with Stratford Lane.

ACTION:

PUBLIC COMMENT:

In conformance with the Brown Act, no Council action can occur on items presented during Public Comment.

A total of 15 minutes is provided so members of the public can address the Council on items that are not listed on the Agenda. Speakers are limited to three (3) minutes each. If you desire to speak during Public Comment, fill out a SPEAKER CARD and place it in the clear tray on the wall adjacent to the Deputy City Clerk. If there are more than five (5) speakers, the remaining speakers will be heard at the end of the agenda just prior to Council Reports.

When you are called to speak, please come forward and state your name.

PUBLIC HEARING:

14. AB #20,896 – SDG&E OPERATIONS CENTER REDEVELOPMENT PERMIT.

To consider approving Redevelopment Permit RP 11-35 allowing for a 2,850 square foot SDG&E North Coast Operations Center temporary mobile building on property located at 5016 Carlsbad Boulevard.

Resolution No. 2012-105.

ACTION:

DEPARTMENTAL AND CITY MANAGER REPORT:

15. AB #20,897 – TRAFFIC SAFETY COMMISSION APPOINTMENT.

To consider appointing one member to the Traffic Safety Commission.

Resolution No. 2012-106.

ACTION:

PUBLIC COMMENT: Continuation of the Public Comments

This portion of the agenda is set aside for continuation of public comments, if necessary, due to exceeding the total time allotted in the first public comments section and for those persons who have demonstrated by prior conduct that they are not likely to conduct themselves in a courteous manner or observe order and decorum during the meeting.

When you are called to speak, please come forward and state your name.

The remainder of the categories are for reporting purposes. In conformance with the Brown Act, no public testimony and no Council action can occur on these items.

COUNCIL REPORTS AND COMMENTS: (*=Appointed by other agency) (Revised 2/10/12)

PACKARD

Buena Vista Lagoon JPC
City/School Committee
North County Transit District Board of Directors
NCTD Performance, Administration and Finance Committee
North County Transit District Executive Committee
North County Dispatch Joint Powers Authority

DOUGLAS

League of California Cities - SD Division
San Diego County Water Authority Board of Directors
SANDAG Board of Directors (2nd alternate)
SANDAG Borders Committee (alternate)

BLACKBURN

Buena Vista Lagoon JPC
Chamber of Commerce Liaison
City/School Committee
Encina Joint Powers (JAC)
Encina Wastewater Authority
EWA Capital Improvement Committee
North County Dispatch Joint Powers Authority (alternate)

KULCHIN

CalCoast Board of Directors
Encina Joint Powers (JAC)
Encina Wastewater Authority
EWA Policy & Finance Committee
North County Transit District (alternate)
*San Diego Service Authority for Freeway Emergencies (SAFE)
SANDAG Board of Directors (1st alternate)
*SANDAG Shoreline Preservation Committee

HALL

Chamber of Commerce Liaison
LAFCO Cities Advisory Committee
North County Mayors and Managers
SANDAG Board of Directors
SANDAG Transportation Committee

CITY MANAGER COMMENTS:

CITY ATTORNEY COMMENTS:

ANNOUNCEMENTS:

This section of the Agenda is designated for announcements to advise the community regarding events that Members of the City Council have been invited to, and may participate in.

ADJOURNMENT.



CITY OF CARLSBAD – AGENDA BILL

1

AB# 20,884	ACCEPTANCE OF DONATION AND APPROPRIATION OF RECEIVED FUNDS IN SUPPORT OF LEO CARRILLO RANCH	DEPT. DIRECTOR <i>[Signature]</i>
MTG. 5/8/12		CITY ATTY. <i>[Signature]</i>
DEPT. P&R		CITY MGR. <i>[Signature]</i>

RECOMMENDED ACTION:

Adopt Resolution No. 2012-097 accepting and authorizing the finance director to appropriate a cash donation of nineteen hundred dollars (\$1,900) from the Friends of Carrillo Ranch, Inc. for the purchase of one Philips Heartstart OnSite defibrillator, on site care case, adult SMART pads cartridge, infant/child SMART pads cartridge, first response kit, and a handcrafted wood wall mount storage case with alarm, and recommend acceptance by the City Council.

ITEM EXPLANATION:

In April 2011, work was completed on the second and final phase of the historic Barn restoration project at Leo Carrillo Ranch Historic Park. The new Kindle Theater and visitor center was officially dedicated and opened to the public on Aug. 31, 2011. Since that time, staff has observed the expected shift and increase in visitor use patterns from the historic Caretaker's Residence (previous visitor center) to the Barn (new visitor center).

With this shift in visitor use, staff and members of the Board of the Friends of Carrillo Ranch believed that it was prudent to investigate the acquisition of an additional Automated External Defibrillator (AED) specifically for installation in the Barn (Exhibit 2).

The Friends of Carrillo Ranch Inc., has approached staff and offered to donate \$1,900 to the Carrillo Ranch Trust Fund to completely underwrite the cost of a Philips Heartstart OnSite defibrillator, on site care case, adult SMART pads cartridge, infant/child SMART pads cartridge, first response kit, and a handcrafted wood wall mount storage case with alarm (Exhibit 3). Parks & Recreation Department staff worked closely with Carlsbad Fire Department staff to determine the appropriate equipment and vendor, and the best possible pricing.

According to the American Red Cross, "In the time it takes you to read this information, Sudden Cardiac Arrest (SCA) will have claimed another victim. Statistics show that over 300,000 Americans die of SCA every year. Up to 50,000 of these deaths could have been prevented if someone on scene had initiated the Cardiac Chain of Survival and an automated external defibrillator (AED) had been available for immediate use at the time of the emergency."

DEPARTMENT CONTACT: Kevin Granse 760-476-1042 kevin.granse@carlsbadca.gov

FOR CITY CLERKS USE ONLY.				
COUNCIL ACTION:	APPROVED	<input type="checkbox"/>	CONTINUED TO DATE SPECIFIC	<input type="checkbox"/>
	DENIED	<input type="checkbox"/>	CONTINUED TO DATE UNKNOWN	<input type="checkbox"/>
	WITHDRAWN	<input type="checkbox"/>	RETURNED TO STAFF	<input type="checkbox"/>
	AMENDED	<input type="checkbox"/>	COUNCIL RECEIVED THE REPORT/PRESENTATION	<input type="checkbox"/>
			OTHER – SEE MINUTES	<input type="checkbox"/>

Thanks to the generosity of an anonymous donor and the Friends of Carrillo Ranch, Inc. the Parks & Recreation Department will be able to purchase and install an additional AED that may help to save a life in the unfortunate event of sudden cardiac arrest.

FISCAL IMPACT:

The cash donation of \$1,900 to the Carrillo Ranch Trust Fund will directly support the acquisition of an AED and storage cabinet for Leo Carrillo Ranch Historic Park.

ENVIRONMENTAL IMPACT:

Pursuant to Public Resources Code section 21065, this action does not constitute a "project" within the meaning of CEQA in that it has no potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

EXHIBITS:

1. Resolution No. 2012-097, authorizing acceptance of cash donation and the appropriation of received funds to the Carrillo Ranch Trust Fund.
2. Diagram of AED locations at Carrillo Ranch Historic Park
3. Philips HeartStart OnSite data sheets.

RESOLUTION NO. 2012-097**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARLSBAD, CALIFORNIA, ACCEPTING A DONATION AND
APPROPRIATING RECEIVED FUNDS IN SUPPORT OF
LEO CARRILLO RANCH**

WHEREAS, an anonymous donor via the Friends of Carrillo Ranch, Inc. has presented the City of Carlsbad with a cash donation totaling \$1,900; and

WHEREAS, the donation was specifically to be used for the purchase and installation of a Philips Heartstart OnSite defibrillator and storage case in the Carrillo Ranch barn and visitor center; and

WHEREAS, statistics show that over 300,000 Americans die of sudden cardiac arrest every year. Up to 50,000 of these deaths could have been prevented if someone on scene had initiated the Cardiac Chain of Survival and an automated external defibrillator (AED) had been available for immediate use at the time of the emergency; and

WHEREAS, on March 19, 2012 the Parks & Recreation Commission recommended acceptance of the cash donation by the City Council; and

WHEREAS, the City Council wishes to acknowledge the extraordinary generosity of the anonymous donor and the continued support of the Friends of Carrillo Ranch, Inc.; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, the following:

1. That the above recitations are true and correct.
2. That the City Council does hereby accept and authorize the finance director to appropriate the cash donation of \$1,900 upon receipt to the Carrillo Ranch Trust Fund for the purchase of an AED and storage case.

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PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council
of the City of Carlsbad, California, held on the ____ day of _____, 2012, by the
following vote to wit:

AYES:

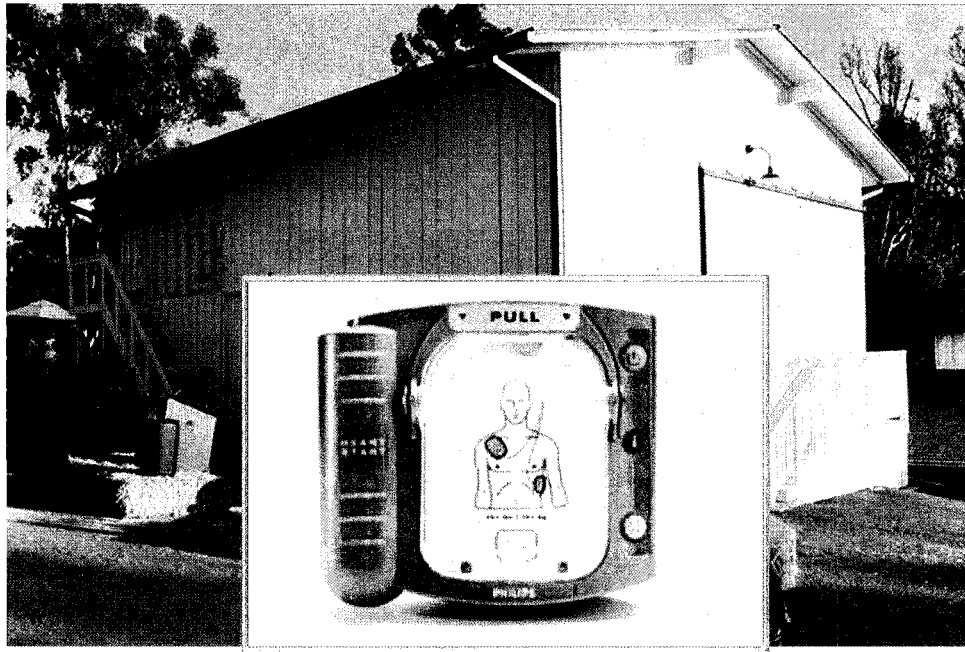
NOES:

ABSENT:

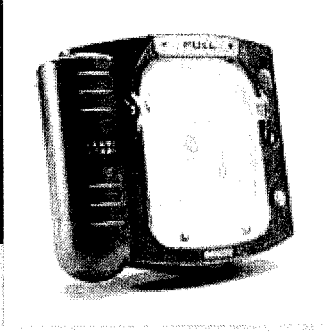
MATT HALL, Mayor

ATTEST:

LORRAINE WOOD, City Clerk



City of Carlsbad
LEO CARRILLO HISTORIC PARK



Ordinary person, extraordinary moment

Philips HeartStart OnSite Defibrillator

PHILIPS

sense and simplicity

Anyone, anywhere,



- The current survival rate for sudden cardiac arrest (SCA) is under 7%
- The likelihood of successful resuscitation decreases by about 10% with every minute that passes
- It is estimated that an additional 40,000 lives could be saved each year in the U.S. alone with widespread access to defibrillators¹

anytime

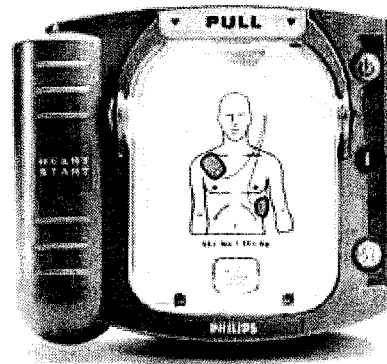
Power to save a life

Each year sudden cardiac arrest (SCA) strikes nearly 300,000 people in the US, 700,000 people in Europe, and hundreds of thousands more worldwide. The majority of these people have no warning, since they show no prior symptoms. And sadly, less than seven percent survive, often because emergency medical services cannot reach them in time.

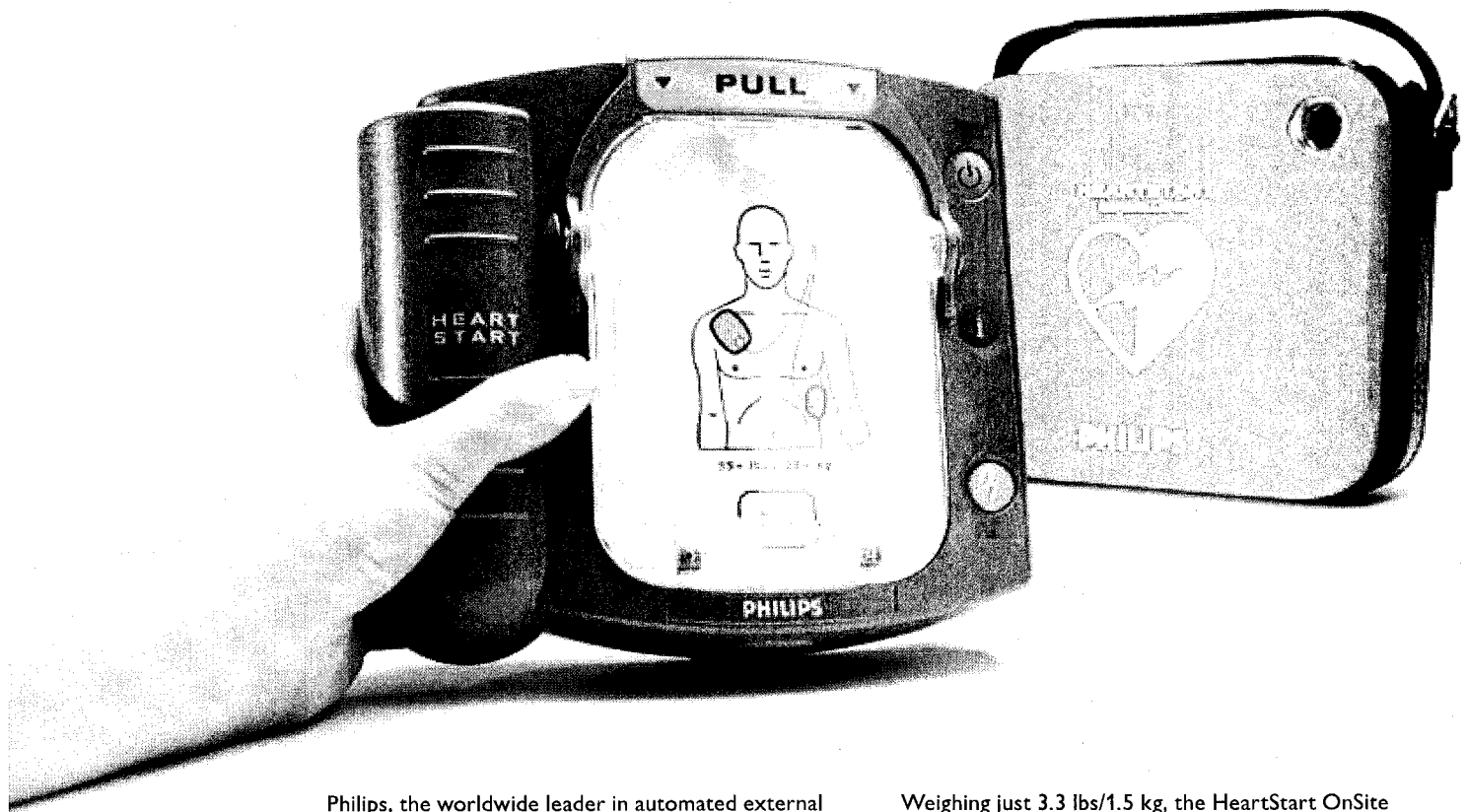
SCA most often occurs when the electrical system of the heart becomes chaotic, causing it to stop beating effectively. Lacking proper blood flow, the person becomes unresponsive, stops breathing normally, and will likely die unless promptly treated.

CPR is important, but it alone cannot restore a normal heart rhythm. A shock from a defibrillator is the most effective way to restore the heart's normal pumping rhythm. The victim's best chance of survival is to receive that shock within five minutes of collapse. A defibrillator will not save every SCA victim, but more lives could be saved if victims were reached more quickly.

Philips HeartStart Defibrillators enable virtually anyone to treat the most common cause of SCA by delivering a shock quickly and effectively, wherever it happens – at work, at play, while traveling – providing the power to save a life.



Guides you through every step



Philips, the worldwide leader in automated external defibrillators (AEDs), designed the HeartStart OnSite Defibrillator for the ordinary person in the extraordinary moment. The first and only AED available without a prescription, the OnSite is designed to be the easiest to set up and use and the most reliable defibrillator available.^{2,3} Our innovative technology, based on extensive research and user feedback, has produced a defibrillator so easy to use that you can potentially save the life of a coworker, friend, or anyone else stricken with sudden cardiac arrest.

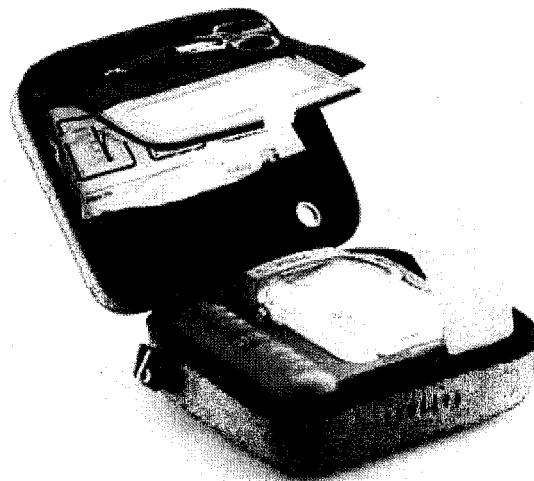
Weighing just 3.3 lbs/1.5 kg, the HeartStart OnSite Defibrillator is small and lightweight. Using clear, calm voice instructions, it guides you through each step of defibrillation, including CPR coaching. Integrated SMART Pads placed on the victim's bare skin sense and adapt the defibrillator's instructions to your actions every step of the way.

HeartStart OnSite includes highly proven Philips technologies for heart rhythm assessment (SMART Analysis) and defibrillation energy delivery (SMART Biphasic). And like all HeartStart Defibrillators, it can be used to treat infants and children as well as adults.⁴

Easy to set up

The Philips HeartStart OnSite Ready-Pack configuration is virtually ready to rescue out of the box. Enjoy peace of mind knowing your device is deployed correctly and is ready when needed:

- Arrives with pads cartridge and battery already installed
- Device positioned inside carry case with spare pads cartridge in place
- Just pull the green tab to launch the initial self-test
- Automatic daily self-tests, including pads, help ensure continued readiness



Easy to use

Using the HeartStart OnSite Defibrillator is simple. Pulling the green handle activates the defibrillator and its voice instructions and visual icons. These instructions are paced to your actions, to help guide you through the entire process – from placing each pad on the patient to delivering a defibrillation shock and performing CPR.



Determines if a heart rhythm is shockable

If a shock is advised, the defibrillator directs you to press the flashing orange Shock button.

The OnSite also advises you to call emergency services and perform CPR. While performing CPR, the defibrillator's voice instructions can be activated to coach you on the frequency and depth of compressions as well as breaths.

Should EMS need a summary of care, it can be retrieved from the defibrillator's internal memory. An EMS provider simply presses the i-button and HeartStart OnSite verbally recounts events from its last clinical use.

Establishing a successful program from the start

As the world leader in automated external defibrillators (AEDs), we're also a leader in providing products and services designed to help you establish and maintain a successful AED program, including SMART Track AED program management, medical direction, access to training providers, and post-event support options.

Our customers agree that with Philips, you're well prepared, even across multiple sites with hundreds or thousands of employees. Philips experts have helped define industry best practices in AED program management, and we support American Heart Association and European Resuscitation Council guidelines for early defibrillation programs.

Smart for a reason

Replaceable SMART Pads Cartridges

The cartridge contains two adhesive pads that are placed on the patient's bare skin as indicated by the pictures on the pads. The pads are "smart" because they sense when they have been removed from the cartridge and when each has been applied to the patient, adjusting the voice instructions to your actions.

The HeartStart OnSite can be used on patients of any age, including infants and children. OnSite senses when the special infant/child SMART Pads Cartridge is installed. It automatically adjusts to a lower energy level more appropriate for infants and children, and also provides coaching for performing infant/child CPR.

To practice your skills, a special training pads cartridge (adult or infant/child) can be installed in the defibrillator. It disables the defibrillator's ability to shock, while walking you through patient care scenarios.

HeartStart user considerations

- You cannot use the HeartStart OnSite to treat yourself.
- Responding to cardiac arrest may require you to kneel

Designed to help save a life in extraordinary circumstances

Lightweight

Just 3.3 lbs/1.5 kg ready for use.

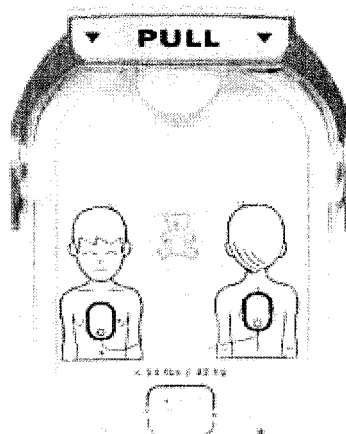
Intuitive

Clean design and clear voice instructions, including CPR coaching, are designed to help instill the confidence that's needed when treating a person in cardiac arrest.

Effective

The first Biphasic therapy with sufficient evidence to be classed "standard of care" and "intervention of choice" by the American Heart Association, SMART Biphasic effectiveness is backed by over 40 published, peer-reviewed studies.⁵

And with patented Quick Shock, the OnSite is among the fastest in class at delivering a shock after CPR. Studies show that minimizing time to shock after CPR may improve survival.^{6,7,8,9,10} As American Heart Association Guidelines 2005 note, "Reduction in the interval from compression to shock delivery by even a few seconds can increase the probability of shock success."¹¹



HeartStart OnSite Defibrillator specifications

Defibrillator	
Defibrillator family	HS1. Order M5066A
Standard configuration	Defibrillator, battery, adult SMART Pads cartridge (1 set), Setup and Maintenance Guides, Owners Manual, Quick Reference Guide, Date sticker
HeartStart OnSite Ready-Pack configuration	Order option R01. Defibrillator, battery, carry case, adult SMART Pads (1 pre-installed set, 1 spare set), Setup and Maintenance Guides, Owners Manual, Quick Reference Guide, Date Sticker
Waveform	Truncated Exponential Biphasic. Waveform parameters adjusted as a function of each patient's impedance
Therapy	Adult defibrillation: Peak current 32A (150 J nominal into a 50-ohm load). Pediatric defibrillation with optional Infant/Child pads cartridge installed: Peak current 19A (50 J nominal into 50-ohm load)
Shock-to-Shock cycle time	Typically less than 20 seconds between shocks in a series
Quick Shock	Able to deliver a shock after the end of a CPR interval, typically in 8 seconds
Voice instructions	Detailed voice messages guide responder through use of the defibrillator
CPR coaching	Instructions for adult or infant/child CPR available at user's option
Shock delivery	Via adhesive pads placed on patient's bare skin as illustrated on pads
Controls	Green SMART Pads cartridge handle, green On/Off button, blue i-button, orange Shock button
Indicators	Ready light; blue i-button; caution light, Shock button lights up when shock is advised

Physical	
Size	2.8" x 7.4" x 8.3" (7 cm x 19 cm x 21 cm) D x H x W.
Weight	With battery and pads cartridge: 3.3 lbs. (1.5 kg) Without battery or pads cartridge: 2.4 lbs. (1 kg)

Environmental/Physical Requirements	
Sealing	Solid objects per EN60529 class IP2X Drip-proof per EN60529 class IPX1
Temperature	Operating: 32° - 122° F (0° - 50° C) Standby: 50° - 109° F (10° - 43° C).
Humidity	Operating: 0% to 95% relative, non condensing Standby: 0% to 75% relative, non-condensing
Altitude	Operating: 0 to 15,000 feet Standby: 0 to 8,500 feet > 48 hours and 8,500 to 15,000 feet < 48 hours
Shock/drop abuse	Withstands 1-meter drop to any edge, corner or surface
Vibration	Meets EN1789 random and swept sine, road ambulance specification in operating and standby states
EMI (radiated/immunity)	Meets EN55011 Group 1 Level B Class B and EN61000-4-3

Data Recording and Transmission	
Infrared	Wireless transmission of event data to a Smartphone or PC, using the IrDA protocol
Data stored	First 15 minutes of ECG and the entire incident's events and analysis decisions

Patient Analysis/Quick Shock	
Patient analysis	Evaluates patient ECG to determine if a rhythm is shockable. Rhythms considered shockable are ventricular fibrillation (VF) and certain ventricular tachycardias (VT) associated with lack of circulation. For safety reasons, some VT rhythms associated with circulation will not be interpreted as shockable, and some very low-amplitude or low-frequency rhythms will not be interpreted as shockable VF
Quick Shock	Able to deliver a shock after the end of a CPR interval, typically in 8 seconds
Sensitivity/specificity	Meets AAMI DF80 guidelines and AHA recommendations for adult defibrillation (Circulation 1997;95:1677-1682)
Artifact detection	The effects of pacemaker artifact and electrical noise are minimized

Battery (M5070A)	
Type	9 Volt DC, 4.2 Ah, composed of disposable long-life lithium manganese dioxide primary cells
Capacity	Minimum 200 shocks or 4 hours of operating time (EN 60601-2-4:2003)
Install-by date	Battery is labeled with an install-by date of at least 5 years from date of manufacture
Standby life	Four years typical when battery is installed by the install-by date. (Will power the AED in standby state within the specified standby temperature range, assuming 1 battery insertion test and no defibrillation uses)

SMART Pads	
Adult SMART Pads cartridge	M5071A defibrillation pads for patients 8 years of age and older or 55 lbs. (25 kg) and over
Infant/child SMART Pads cartridge	M5072A defibrillation pads for patients under 8 years of age or 55 lbs. (25 kg). By prescription only
Active surface area	13.2" ² (85 cm ²) each
Cable length	Adult pads: 54" (137.1 cm) Infant/Child pads: 40" (101.6 cm)
Use-by date	Cartridge is labeled with a use-by date of at least 2 years from date of manufacture

Training Pads	
M5073A	Adult Training Pads cartridge
M5074A	Infant/Child Training Pads cartridge
Function	Training pads feature 8 real-world training scripts. Used with training mat (included) or with adapters on manikins

Automated and User-activated Self-tests	
Daily automatic self-tests	Tests internal circuitry, waveform delivery system, pads cartridge, and battery capacity
Pads integrity test	Specifically tests readiness-for-use of pads (gel moisture)
Battery insertion test	Upon battery insertion, extensive automatic self-tests and user-interactive test check device readiness
Status Indicators	Blinking green "Ready" light indicates ready for use. Audible "chirp" indicates need for maintenance

* Refer to the HeartStart OnSite Defibrillator Owner's Manual for detailed product instructions.
All specifications based on 25° C unless otherwise noted. The defibrillator and its accessories are made of latex-free materials.

**Philips Healthcare is part of
Royal Philips Electronics**

How to reach us
www.philips.com/healthcare
healthcare@philips.com

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+49 7031 463 2254

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+49 7031 463 2254

Latin America
+55 11 2125 0744

North America
+1 425 487 7000
800 285 5585 (toll free, US only)

HeartStart Defibrillators
+1 978 659 3332
800 263 3342 (toll free, US only)

Philips is a Global 500 company and one of the world's largest medical products companies.

Philips has shipped nearly three-quarters of a million AED units.

Philips HeartStart defibrillators are deployed on airlines and in airports, workplaces, schools, healthcare facilities, and communities worldwide.

1. About Sudden Death and Cardiac Arrest. American Heart Association. Available at: <http://www.americanheart.org/presenter.jhtml?identifier=604>. Accessed July 28, 2010.
2. Andre, et al. Automated External Defibrillator Use by Untrained Bystanders: Can the Public-use Model Work? *Prehospital Emergency Care*. 2004;8:284-291.
3. Snyder. Time to Shock vs Voice Prompt Duration: Optimization of Defibrillators for Public Access and Home Deployment. 6th Scientific Congress of the European Resuscitation Council. Oct 2002.
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Printed in The Netherlands.
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CITY OF CARLSBAD – AGENDA BILL

2

AB#	20,885	ACCEPTANCE OF PRODUCT AND IN-KIND SERVICE DONATIONS RELATED TO THE 2012 TEEN SCENE SPECIAL EVENT	DEPT. DIRECTOR	<u>CH</u>
MTG.	5/8/12		CITY ATTY.	<u>RP</u>
DEPT.	P & R		CITY MGR.	<u>W</u>

RECOMMENDED ACTION:

Adopt Resolution No. 2012-098, accepting individual donations of product and in-kind services totaling six thousand eight hundred thirty dollars (\$6,830) in support of the 2012 Teen Scene special event.

ITEM EXPLANATION:

On Saturday, January 28, the Parks & Recreation Department hosted the annual Teen Scene special event at Calavera Hills Community Center, with an estimated attendance of 450 people. Eleven teen bands competed in the Battle of the Bands. Attendees enjoyed a variety of activities that included a mobile video game truck, a video shorts film festival written, directed and produced by teens, as well as a dance room and a teen art exhibit.

This event is not only the largest teen event that the city offers, but one of the largest in North County. The event provides a safe environment allowing parents to drop their teens off for a night of fun and engaging activities. The main feature of the event, Battle of the Bands, allows each band to showcase their skills during a 15 minute set. Four judges, all professionals in the music industry, rate each band on stage presence, crowd response, originality, vocal ability, and instrumental talent. A band from Carlsbad, *MonoMood*, won the competition and took the title of "2012 Carlsbad Battle of the Bands Champion"

The Parks & Recreation Department solicited donations from local companies for the prize packs for our Battle of the Bands Champion and other activities. Many businesses supported the event with in-kind donations valued at six thousand eight hundred thirty dollars (\$6,830). Attached is a detailed list of the businesses and their donations (Exhibit 2).

FISCAL IMPACT:

The donated products and in-kind services supplements Parks & Recreation's operating budget and ensures the efficient and sustainable use of General Fund resources in providing teen programming. Letters of appreciation have already been sent on behalf of the City of Carlsbad Parks & Recreation Department to these organizations.

DEPARTMENT CONTACT: Rachael Shay 760-602-7519 rachael.shay@carlsbadca.gov

FOR CITY CLERKS USE ONLY.

COUNCIL ACTION:

APPROVED ☐
DENIED ☐
WITHDRAWN ☐
AMENDED ☐

CONTINUED TO DATE SPECIFIC ☐
CONTINUED TO DATE UNKNOWN ☐
RETURNED TO STAFF ☐
COUNCIL RECEIVED THE
REPORT/PRESENTATION ☐
OTHER – SEE MINUTES ☐

ENVIRONMENTAL IMPACT:

Pursuant to Public Resources Code Section 21065, this action does not constitute a "project" within the meaning of CEQA in that it has no potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

EXHIBITS:

1. Resolution No. 2012-098, authorizing acceptance of product and in-kind service donation in support of the 2012 Teen Scene special event.
2. 2012 Teen Scene donation listings.
3. Event photos

RESOLUTION NO. 2012-098**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARLSBAD, CALIFORNIA, ACCEPTING DONATIONS OF \$6,830 IN
PRODUCTS AND IN-KIND SERVICES IN SUPPORT OF THE
2012 TEEN SCENE SPECIAL EVENT.**

WHEREAS, the Teen Scene special event was held on January 28, 2012 in
Carlsbad; and

WHEREAS, the Teen Scene special event provides a safe and fun venue for
social interaction, and creative and artistic expression; and

WHEREAS, the City Council wishes to accept the donations of products and
in-kind service donations totaling \$6,830 in support of the 2012 Teen Scene event, a
copy of which is attached hereto as Exhibit 2 and made a part hereof; and

WHEREAS, the City Council wishes to acknowledge the generosity and support
of community vendors and organizations that donated to this special event; and

WHEREAS, on March 19, 2011, the Parks & Recreation Commission received
products and in-kind services totaling \$6,830 and recommends acceptance by the
Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
Carlsbad, California, the following:

1. That the above recitations are true and correct.
2. That the City Council does hereby accept \$6,830 in products and in-kind
service donations as itemized in Exhibit 2.

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1 PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council
2 of the City of Carlsbad, California, held on the ____ day of _____, 2012, by the
3 following vote to wit:

4 AYES:

5 NOES:

6
7 ABSENT:

8 _____
9 MATT HALL, Mayor

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11 ATTEST:

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13 _____
14 LORRAINE WOOD, City Clerk

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2012 TEEN SCENE

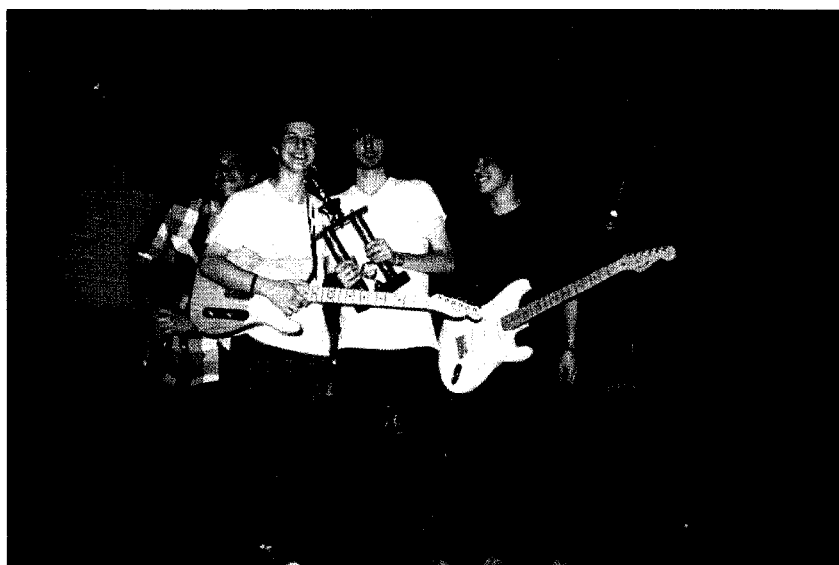
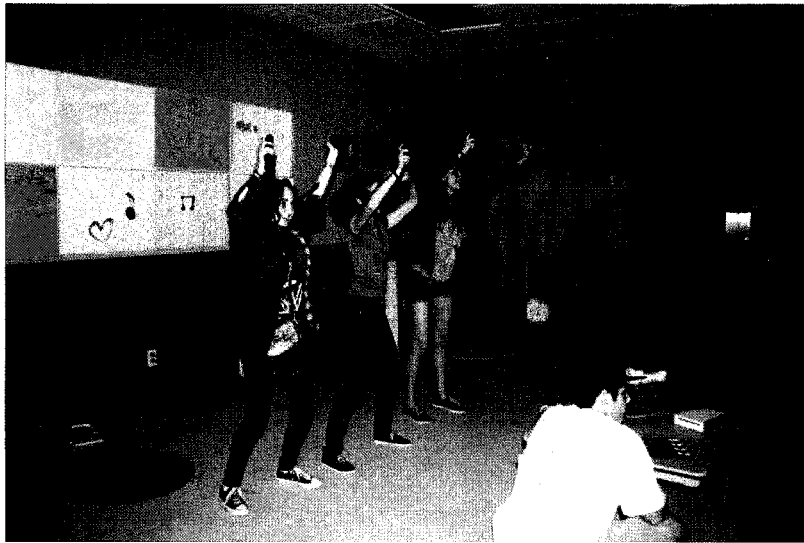
EXHIBIT 2

COMPANY	CONTACT	ADDRESS	CITY	ZIP	DONATION	VALUE
Hurley - San Diego	Nick Kovack	1622 Hawk View Dr.	Encinitas	92024	Hats & T-shirts	\$2,150
Big Bear	Tina Ronning-Fraynd	880 Summit Boulevard P.O. Box 77	Big Bear Lake	92315	25 Lift Tickets	\$1,625
Game Truck	Kathy Wachtel	863 Grand Ave. #526	San Diego	92109	Discounted price on game truck	\$1,125
MSI	Lanny Marsh	9220 Acitivity Road	San Diego	92126	Discount on equipment	\$480
Sun Diego Boardshops	Pete Censoplano	2105 Rutherford Rd.	Carlsbad	92008	T-shirts & Stickers	\$450
San Diego Chargers	Kimberly Layton	4020 Murphy Canyon Rd.	San Diego	92123	Autographed football	\$350
Allie's Party Rentals	Regina	130 Vallecitos De Oro	San Marcos	92069	Discount	\$175
Rubio's Fresh Mexican Grill	Adrian Cardenez	5620 Paseo Del Norte	Carlsbad	92008	Lg Board Samplers (serves 5-6), 4 single meals, 6-\$10 gift cards	\$165
North County Health Service	Jose Varrillo	150 Valpreda Rd.	San Marcos	92069	4-\$25 iTunes Gift Cards	\$100
Senior Grubby	Mike Hull	377 Carlsbad Village Dr.	Carlsbad	92008	5- \$10.00 Gift Cards	\$50
That Pizza Place	Jennifer Smart	2622 El Camino Real # B	Carlsbad	92010	5-\$10.00 Gift Cards	\$50
Rite Aid	Mel	955 Tamarack Avenue	Carlsbad	92008	\$25 Gift Card	\$25
Vons		2560 El Camino Real	Carlsbad	92008	\$25 Gift Card	\$25
Albertsons		7660 El Camino Real	Carlsbad	92009	\$20 Gift Card	\$20
Albertsons		955 Carlsbad Village Drive	Carlsbad	92008	\$20 Gift Card	\$20
Vons	Dave	985 Tamarack Avenue	Carlsbad	92008	\$20 Gift Card	\$20
					TOTAL	\$6,830

EXHIBIT 2

Teen Scene 2012







CITY OF CARLSBAD – AGENDA BILL

3

AB# 20,886	ACCEPT THE 2012-2016 PRESERVE MANAGEMENT PLAN AND AUTHORIZE EXECUTION OF A CONSULTING SERVICES AGREEMENT WITH THE CENTER FOR NATURAL LANDS MANAGEMENT, A NONPROFIT CORPORATION, TO PERFORM OPEN SPACE MAINTENANCE, MANAGEMENT, AND MONITORING OF CITY-OWNED PRESERVE LANDS	DEPT. DIRECTOR <i>J. for CH</i>
MTG. 5/8/12		CITY ATTORNEY <i>(23)</i>
DEPT. P&R		CITY MANAGER <i>W</i>

RECOMMENDED ACTION:

ADOPT Resolution No. 2012-099 accepting the 2012-2016 Preserve Management Plan for the maintenance, management, and monitoring of city-owned Habitat Management Plan Preserve lands; and

ADOPT Resolution No. 2012-100 authorizing the Mayor to execute an Agreement for Consulting Services with the Center for Natural Lands Management, a 501 (c)(3) nonprofit corporation to perform open space maintenance, management, and monitoring of city-owned Habitat Management Plan preserve lands.

ITEM EXPLANATION:

The purpose of the 2012-2016 Preserve Management Plan (PMP) is to provide maintenance, management, monitoring, and reporting guidelines that will serve the conservation goals for the thirteen City-owned preserve properties. The previous PMP served the 2009-2011 period which represented the first three years of management of these properties. The 2012-2016 PMP takes into account the information learned during the previous PMP, and has been prepared to be consistent with the north coastal San Diego County Multiple Habitat Conservation Program (MHCP), the Carlsbad Open Space Management Plan (OSMP), and the Carlsbad Habitat Management Plan (HMP). The thirteen natural preserve lands discussed in this plan are to be managed for the purpose of preserving sensitive resources, which in turn meets the city's obligation to the MHCP, OSMP, and HMP.

The 2012-2016 PMP specifically addresses the 600.4 acres of natural open space for which the City of Carlsbad is directly responsible as the Preserve Manager. The following thirteen properties are owned by the City of Carlsbad and currently managed by the Center for Natural Lands Management (CNLM):

- Batiquitos Drive Open Space, 2.7 acres
- Carrillo Ranch Open Space, 16.6 acres
- Carlsbad Municipal Golf Course, 198.2 acres
- Carlsbad Village Open Space, 12.7 acres
- La Costa Canyon Park Open Space, 8.9 acres
- La Costa/Romero Open Space, 13.0 acres
- Lake Calavera Preserve, 256.1 acres
- Lagoon Lane Open Space, 2.7 acres
- Los Monos Reserve, 20.5 acres
- Macario Canyon Open Space, 33.2 acres
- Poinsettia Park Open Space, 12.4 acres
- Research Center Open Space, 2.6 acres
- Veterans Park Open Space, 21.1 acres

DEPARTMENT CONTACT: Steven Jantz, 760-434-2838 steve.jantz@carlsbadca.gov

FOR CITY CLERKS USE ONLY.

COUNCIL ACTION:	APPROVED	<input type="checkbox"/>	CONTINUED TO DATE SPECIFIC	<input type="checkbox"/>
	DENIED	<input type="checkbox"/>	CONTINUED TO DATE UNKNOWN	<input type="checkbox"/>
	CONTINUED	<input type="checkbox"/>	RETURNED TO STAFF	<input type="checkbox"/>
	WITHDRAWN	<input type="checkbox"/>	OTHER – SEE MINUTES	<input type="checkbox"/>
	AMENDED	<input type="checkbox"/>		

The PMP serves two main goals. First, it serves to establish objectives to guide appropriate public uses of the preserves, to establish monitoring and enhancement activities, and to provide guidance for the management of natural resources. Second, the PMP serves as a budget planning aid for all required activities within the preserve in order to comply with the requirements of the MHCP, OSMP, and HMP.

On December 16, 2008 the City Council accepted the 2009-2011 PMP as well as executing a professional services consulting agreement with the Center for Natural Lands Management (CNLM). A final task within the PMP was for CNLM to prepare the Preserve Management Plan for the period of 2012-2016. Staff has reviewed the proposed 2012-2016 PMP and agrees with the proposed recommended actions for the city owned open space preserves. Therefore, one of the two recommended actions requests the Council accept the 2012-2016 Preserve Management Plan.

On March 21, 2012 the city advertised "Request for Bid #12-09 for the Management, Maintenance and Monitoring of the City of Carlsbad Open Space Preserves." The bid specifications indicated Bid #12-09 would be evaluated using Best Value protocols. Notification of the bid request was sent to 10 firms who specialize in open space preserve management in San Diego County. Furthermore, an additional 10 firms requested bid documents through eBidboard. Bid proposals were to be submitted no later than April 19, 2012. Only one bid package was received by that date; it was from CNLM.

As stated, the city currently has a consulting services agreement with CNLM for management of the subject thirteen city-owned preserve lands. During the initial three year term of that agreement, CNLM has performed all the required tasks at a very high level. CNLM is the largest habitat management company in the region, and has the expertise and manpower to continue to provide top level habitat management for the city's preserves. Staff is therefore recommending the City Council authorize execution of a new agreement with CNLM utilizing the 2012-2016 PMP. Based on the above, and the fact that CNLM's bid was the only bid received by the city, CNLM is considered the Best Value provider of the requested services.

FISCAL IMPACT:

In order to guide the preserve management activities, the HMP requires a site specific PMP. The purpose of the PMP is to guide the maintenance, management, and monitoring of the city-owned HMP preserve lands. Annual management and monitoring costs are based on the activities described in the PMP.

Based on the activities outlined in the 2012-2016 PMP, the following is a summary of the estimated annual costs from CNLM, including a 10% contingency:

Year 1 2012 (May – Dec)	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016
\$59,994	\$156,628	\$143,440	\$149,611	\$167,424

Page 3

The costs for the various years of the 5-year agreement vary based on the necessary tasks for each year. As an example, various sensitive species monitoring events may be required annually while others are performed every other year or only once over the life of the agreement.

Each year, upon approval of the City Manager and successful performance by CNLM, annual contract extensions may be granted. Assuming all contract extensions are exercised, the total estimated cost to cover the management tasks for the 2012-2016 PMP shall not to exceed \$677,097. The tasks outlined in the agreement are to be funded from the Parks & Recreation Department - Parks Maintenance Operating Budget – General Fund. Sufficient appropriations are available to fund the initial term of the agreement.

ENVIRONMENTAL IMPACT:

The proposed management activities contained in the 2012-2016 PMP are consistent with the HMP, OSMP, and HMP Ordinance (Chapter 21.210 of the city's Zoning Ordinance). These regulatory documents have been approved by the state and federal wildlife agencies. Therefore, the activities authorized by the proposed consultant agreement constitute actions by a regulatory agency for the protection of the environment and are exempt from further environmental documentation pursuant to Section 15308 of the California Environmental Quality Act Guidelines.

EXHIBITS:

1. Resolution No. 2012-099 accepting the 2012-2016 PMP for the maintenance, management, and monitoring of city-owned HMP preserve lands.
2. Resolution No. 2012-100 authorizing the Mayor to execute an Agreement for Consulting Services with CNLM.
3. Agreement for Consulting Services with CNLM.
4. 2012-2016 City of Carlsbad Preserve Management Plan dated September 2011 on file with the City Clerk's office.

RESOLUTION NO. 2012-099**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARLSBAD ACCEPTING THE CITY OF CARLSBAD
2012-2016 PRESERVE MANAGEMENT PLAN FOR THE
MAINTENANCE, MANAGEMENT, AND MONITORING OF
CITY-OWNED HABITAT MANAGEMENT PLAN PRESERVE
LANDS**

WHEREAS, the Habitat Management Plan (HMP), Open Space Management Plan (OSMP), and the City HMP Ordinance (Chapter 21.210 of the city's Zoning Ordinance) require the preparation of a Preserve Management Plan (PMP) for all HMP preserve lands; and

WHEREAS, the City of Carlsbad owns approximately 600 acres of HMP preserve lands; and

WHEREAS, the Center for Natural Lands Management has prepared the City of Carlsbad 2012-2016 PMP for the maintenance, management, and monitoring of city owned HMP preserve lands.

WHEREAS, the City Council determines it is in the best interest of the city to approve the 2012-2016 PMP.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California as follows:

1. That the above recitations are true and correct.
2. That the City Council accepts the report entitled "City of Carlsbad Preserves, 2012-2016 Preserve Management Plan", dated September 2011, on file in the office of the City Clerk.

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PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the _____ day of _____, 2012, by the following vote to wit:

AYES:

NOES:

ABSENT:

MATT HALL, Mayor

ATTEST:

LORRAINE M. WOOD, City Clerk

(SEAL)

RESOLUTION NO. 2012-100

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARLSBAD AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT FOR CONSULTING SERVICES WITH THE
CENTER FOR NATURAL LANDS MANAGEMENT TO
PERFORM MAINTENANCE, MANAGEMENT, AND
MONITORING OF CITY-OWNED HABITAT MANAGEMENT
PLAN PRESERVE LANDS**

WHEREAS, in 2008 the City Council authorized the execution of a consulting services agreement with the Center for Natural Lands Management (CNLM) for the services of Preserve Manager of city-owned Habitat Management Plan preserve lands; and

WHEREAS, a task in the consulting services agreement with CNLM was to prepare the 2012-2016 Preserve Management Plan (PMP) and corresponding cost estimate; and

WHEREAS, in order to ensure compliance with the requirements in the 2012-2016 PMP, the city prepared and distributed "Request for Bid #12-09 for Management, Monitoring and Maintenance of the Carlsbad Open Space Preserves" to contract with a Preserve Manager for the term of the 2012-2016PMP; and

WHEREAS, Request for Bid #12-09 was prepared utilizing Best Value criteria; and

WHEREAS, upon completion of the bidding process, the City received one formal proposal, which was from the CNLM; and

WHEREAS, CNLM has performed all the required preserve management tasks for the previous Preserve Management Plan and has the expertise and manpower to continue to provide top level habitat management through the period of the 2012-2016 PMP; and

1 WHEREAS, CNLM is the largest habitat management company in the region,
2 and has the expertise and manpower to continue to provide top level habitat
3 management for the city's preserve lands: and

4 WHEREAS, a consulting services agreement between the city and the CNLM
5 has been prepared and is recommended for approval; and

6 WHEREAS, the agreement is to be funded from the Parks & Recreation
7 Department – Parks Maintenance Operating Budget – General Fund, and sufficient
8 appropriations are available to fund the initial term of the agreement; and

9 WHEREAS, the City Council determines it is in the best interest of the citizens of
10 Carlsbad to authorize the Mayor to execute a consulting services agreement with
11 CNLM, utilizing the 2012-16 PMP.

12 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
13 Carlsbad, California as follows:

- 14
- 15 1. That the above recitations are true and correct.
 - 16 2. That the Mayor is authorized to execute a consulting services agreement with
17 CNLM to perform maintenance, management, and monitoring of city-owned
18 HMP preserve lands.
 - 19 3. Following the execution of said agreement by the Mayor, the City Clerk is
20 directed to forward copies of this resolution and said agreement to the Center
21 for Natural Lands Management, Attention: Executive Director, 27258 Via
22 Industria, Suite B, Temecula CA 92590; and to the Parks and Recreation
23 Department.
 - 24 4. That the City Manager is hereby given the authority to approve any
25 extensions to the agreement up to the amount specified in the agreement.

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PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council
of the City of Carlsbad on the _____ day of _____, 2012, by the following vote to
wit:

AYES:

NOES:

ABSENT:

MATT HALL, Mayor

ATTEST:

LORRAINE M. WOOD, City Clerk

(SEAL)

8

**AGREEMENT FOR CONSULTING SERVICES TO PERFORM MAINTENANCE,
MANAGEMENT AND MONITORING OF CITY-OWNED HABITAT MANAGEMENT PLAN
PRESERVE LANDS
(CENTER FOR NATURAL LANDS MANAGEMENT)**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2012, by and between the CITY OF CARLSBAD, a municipal corporation, ("City"), and the CENTER FOR NATURAL LANDS MANAGEMENT, a 501(c)(3) nonprofit corporation ("Contractor"), for maintenance, management and monitoring of City-owned habitat management plan preserve lands.

RECITALS

- A. City requires the professional services of a consultant that is experienced in maintenance, management, and monitoring of Habitat Management Plan preserve lands.
- B. Contractor has the necessary experience in providing professional services and advice related to these professional services.
- C. Selection of Contractor is expected to achieve the desired results in an expedited fashion.
- D. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in the 2012-2016 Preserve Management Plan (on file with the City Clerk) which is incorporated by this reference in accordance with this Agreement's terms and conditions.

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of seven months from the date first above written and shall not exceed the amount of fifty-four thousand, five hundred forty-five dollars (\$54,545). The City Manager may amend the Agreement to extend it for four (4) additional one (1) year periods or parts thereof in an amount not to exceed one hundred fifty two thousand, two hundred four dollars (\$152,204) per Agreement year. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement. Either the City or the Contractor may decline the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void. If all the extensions to the initial term are utilized, the total compensation that would be paid under this agreement shall not exceed six hundred fifteen thousand, five hundred forty-eight dollars (\$615,548).

4. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

5. COMPENSATION

The total fee payable for the seven month term of the original agreement shall not exceed fifty-four thousand, five hundred forty-five dollars (\$54,545). No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or services specified in City of Carlsbad 2012-2016 Preserve Management Plan.

Incremental payments will be made on a monthly basis for the tasks outlined in the 2012-2016 Preserve Management Plan, and categorized in Exhibit A - Contractor's Proposed Cost of Service. The Contractor shall submit invoices to the Parks Superintendent, or his/her designee by the 5th day of the month for tasks performed in the previous month. Actual payments made by the City to the Contractor shall be based on the Contractor's actual monthly tasks performed. The Contractor shall provide detailed records of all monthly tasks performed and include all required reports of preserve management services. Failure to provide the required documents, invoices, and reports will result in the City of Carlsbad withholding payments to the Contractor until all required documentation is provided to the city. With the required documentation, the City shall make a payment of the invoice within 30 days of receipt.

The Contractor will perform work in accordance with all applicable laws, including without limitation the Carlsbad Municipal Code, Occupational Safety and Health Standards (OSHA) and Cal-OSHA standards.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of

a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII". **OR** with a surplus line insurer on the State of California's List of Eligible Surplus Line Insurers (LESLI) with a rating in the latest Best's Key Rating Guide of at least "A:X".

10.1 Coverages and Limits.

Contractor will maintain the types of coverages and minimum limits indicated below, unless City Attorney or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense.

10.1.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

10.1.2 Automobile Liability (if the use of an automobile is involved for Contractor's work for City). \$1,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

City's Initials

Contractor's Initials

☐

If box is checked, Professional Liability Insurance requirement is waived.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on General Liability.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

12

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Contractor under this Agreement:

For City

Name Kyle Lancaster
Title Parks Superintendent
Department Parks and Recreation
City of Carlsbad
Address 799 Pine Ave, Suite 200
Carlsbad CA 92008
Phone No. (760) 434-2941

For Contractor

Name David Brunner
Title President and Executive Director
Center For Natural Lands
Management
Address 27258 Via Industria, Suite B
Temecula, CA 92590
Phone No. (760) 731-7790

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all four categories.

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their

respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 et seq., the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of

which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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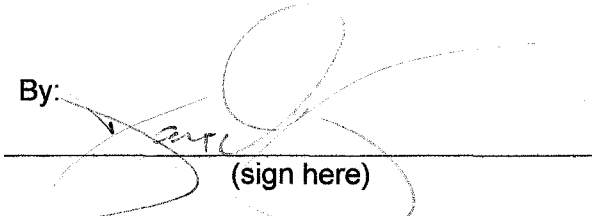
26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR - CENTER FOR
NATURAL LANDS MANAGEMENT

CITY OF CARLSBAD, a municipal
corporation of the State of California

By:



(sign here)
DAVID R. BRUNNER, President

(print name/title)

By:

Mayor

By:

(sign here)

(print name/title)

ATTEST:

LORRAINE M. WOOD
City Clerk

If required by City, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups.

Group A

Chairman,
President, **or**
Vice-President

Group B

Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

RONALD R. BALL, City Attorney

BY:



Assistant City Attorney

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EXHIBIT A

Contractor's Proposed Cost of Service

The undersigned declares he/she has carefully examined the 2012-2016 Carlsbad Preserve Management Plan, read the Request for Proposal, examined all relative documents, and hereby proposes to furnish all labor, materials, equipment, transportation, and services required to do all the work in the RFB No. 12-09-Management, Maintenance and Monitoring of the City of Carlsbad Open Space Preserves Agreement in accordance with the specifications of the City of Carlsbad and that he/she will take full payment therefore the following unit prices for each item complete, to wit:

Item No.	Description	Unit Price	2012	2013	2014	2015	2016
1	Biological Surveys	Lump Sum/Year	\$2,830	\$23,184	\$17,924	\$15,488	\$27,651
2	Habitat Maintenance	Lump Sum/Year	\$4,692	\$28,156	\$21,131	\$27,149	\$16,161
3	Water Management	Lump Sum/Year	\$0	\$0	\$0	\$0	\$0
4	Site Maintenance	Lump Sum/Year	\$1,702	\$4,258	\$4,351	\$4,447	\$4,544
5	Reporting	Lump Sum/Year	\$7,100	\$12,243	\$12,488	\$12,738	\$24,095
6	Operations	Lump Sum/Year	\$6,705	\$17,013	\$15,683	\$16,047	\$18,263
7	General Maintenance	Lump Sum/Year	\$169	\$291	\$300	\$309	\$318
8	Patrol/Enforcement	800 hours/Year	\$31,342	\$57,243	\$58,523	\$59,833	\$61,172
	Bid Total		\$54,540	\$142,389	\$130,400	\$136,010	\$152,204

**Estimate based on historical experience is for proposal comparison purposes only. The actual payments made to the contractor will be based on contractor's actual work performed for the City consistent with the terms and conditions of the contract documents, and may be different from the prices estimated above.*

Contractor's Proposed Cost of Service*

Total amount of Contractor's proposal per agreement year in words (Items 1-8):

2012 - Fifty-Four Thousand Five Hundred Forty-Five Dollars

2013 - One Hundred Forty-Two Thousand Three Hundred Eighty-Nine Dollars

2014 - One Hundred Thirty Thousand Four Hundred Dollars

2015 - One Hundred Thirty- Six Thousand Ten Dollars

2016 - One Hundred Fifty-Two Thousand Two Hundred Three Dollars.

Total amount of Vendor's proposal per agreement year in numbers (Items 1-8)

2012 - \$ 54,540

2013 - \$142,389

2014 - \$130,400

2015 - \$136,010

2016 - \$152,203

In the event of a discrepancy between the total amount of Vendor's proposal written in words or numbers, the amount written in words shall govern.

Price(s) given above are firm for 90 days after date of proposal opening.
Addendum No(s). 1 has/have been received and is/are included in this proposal.

The Undersigned has checked carefully all of the above figures and understands that the City will not be responsible for any error or omission on the part of the Undersigned in preparing this proposal.

The Undersigned agrees that in case of default in executing the required City Contract with the necessary insurance policies within twenty (20) calendar days from the date of award of agreement by the City, the City may at its option and without providing further notice to the apparent best value Vendor administratively authorize the award of the contract to the Best Value Vendors in descending rank.

Center for Natural Lands Management


Isabella Gelmi, Director of Administration

**Resolution 147-08
BOARD OF DIRECTORS
CENTER FOR NATURAL LANDS MANAGEMENT
Board of Directors' Meeting of December 4, 2008**

**Appointing New Executive Director/President
of the Center for Natural Lands Management**

WHEREAS, this authorizes David R. Brunner to serve as the Executive Director and President of the Center for Natural Lands Management. This authorizes him to do or cause to be done all acts necessary to conduct said position.

Date: December 4, 2008



David M. Ivester, Chairman

Votes: Ayes 7 Nays - Abstain - Absent -

Acceptance of Designation:

Date: December 4, 2008



David R. Brunner

19
**BEST
COPY**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

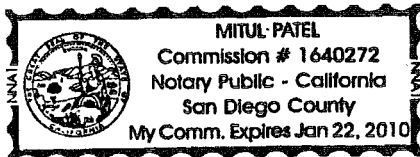
On 12/9/09
Date

before me,

Mitul Patel (Notary Public)
Here Insert Name and Title of the Officer

personally appeared

David Brunner
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Mitul Patel

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment No 1 To Extend the Agreement For Consulting services...

Document Date: 12/9/09

Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: David Brunner

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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**CITY OF CARLSBAD – AGENDA BILL**

AB# 20,887	AUTHORIZATION TO PURCHASE A REPLACEMENT MOBILE INTENSIVE CARE UNIT	DEPT. DIRECTOR <i>OCN</i>
MTG. 05/08/12		CITY ATTORNEY <i>DS</i>
DEPT. PEM		CITY MANAGER <i>W</i>

RECOMMENDED ACTION:

Adopt Resolution No. 2012-101 authorizing the purchase of a replacement for Mobile Intensive Care Unit (MICU) F099 from Emergency Vehicle Group, Inc.

ITEM EXPLANATION:

Funds in the amount of \$195,000 were appropriated for the replacement of Mobile Intensive Care Unit (MICU) F099 for the FY 11-12 budget cycle. MICU F099 is an ambulance that has 149,236 miles and was originally entered into service on 10/05/2007. This unit does not include an hour meter and staff was unable to determine the total hours on the engine using diagnostic equipment. Maintenance costs to date on MICU F099 are in excess of \$74,000. The established life expectancy criterion of an MICU is four years or 80,000 miles. This vehicle exceeds both criteria. This replacement request was included in the Fleet Replacement Budget for the FY11-12 Budget cycle, which was previously approved by Council.

In accordance with Carlsbad Municipal Code Section 3.28.100, the Purchasing Officer is authorized to purchase equipment through cooperative purchasing programs with other public agencies when the agency has made their purchase in a competitive manner. This vehicle purchase is based on a formal bidding process from Houston-Galveston Area Council Cooperative Purchasing program, HGACBuy, to which Carlsbad is a member agency. Copies of the HGACBuy agreement are on file with the Property and Environmental Management Department. The cost of the replacement MICU, including modifications to meet Carlsbad Fire Department standards and graphics, is \$197,602.57, tax and fees included. A purchase agreement with Emergency Vehicle Group, Inc. is attached as Exhibit 2.

ENVIRONMENTAL IMPACT:

Pursuant to Public Resources Code Section 21065, this action does not constitute a "project" within the meaning of CEQA in that it has no potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

DEPARTMENT CONTACT: John McKelvey 760-434-2992, john.mckelvey@carlsbadca.gov

FOR CITY CLERKS USE ONLY

COUNCIL ACTION:	APPROVED <input type="checkbox"/>	CONTINUED TO DATE SPECIFIC <input type="checkbox"/>
	DENIED <input type="checkbox"/>	CONTINUED TO DATE UNKNOWN <input type="checkbox"/>
	CONTINUED <input type="checkbox"/>	RETURNED TO STAFF <input type="checkbox"/>
	WITHDRAWN <input type="checkbox"/>	OTHER – SEE MINUTES <input type="checkbox"/>
	AMENDED <input type="checkbox"/>	

FISCAL IMPACT:

Funds in the amount of \$195,000 were appropriated for the replacement of MICU F099 (Ambulance) in the FY 2011-12 budget cycle. The total cost of the replacement vehicle, including tax and standard fees, is \$197,602.57. Staff recommends using vehicle replacement budget contingency to make up the difference in cost over what was appropriated. Sufficient funds are available in the Fleet-Vehicle Replacement budget to fully-fund the purchase.

EXHIBITS:

1. Resolution No. 2012-101 authorizing the purchase of a replacement for Mobile Intensive Care Unit (MICU) F099 from Emergency Vehicle Group, Inc.
2. Offer and Purchase Agreement for City of Carlsbad Fire Department.

RESOLUTION NO. 2012-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING THE PURCHASE OF A REPLACEMENT FOR MOBILE INTENSIVE CARE UNIT (MICU) F099 FROM EMERGENCY VEHICLE GROUP, INC. .

WHEREAS, \$195,000 was previously appropriated to the FY 2010-11 Vehicle Replacement Budget for the purchase of one replacement Mobile Intensive Care Unit (MICU), (Ambulance)to replace Asset F099, and;

WHEREAS, the Fleet Manager has reviewed the overall condition, maintenance history, future maintenance needs and determined it is in the best interest of the City to replace Asset F099; and;

WHEREAS, The Houston-Galveston Area Council, through the HGACBuy Program, of which Carlsbad is a member agency, has competitively bid Ambulances using formal bidding procedures, and Section 3.28.100 of the Carlsbad Municipal code permits the Purchasing Officer to use this contract for a purchase when it is in the best interest of the City to do so; and,

WHEREAS, Emergency Vehicle Group, Inc., under the HGACBuy agreement pricing, has agreed to sell the City of Carlsbad a new ambulance for \$197,602.57;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the City Manager or her designee is authorized to sign the Offer and Purchase Agreement Document from Emergency Vehicle Group on behalf of the City of Carlsbad.
3. That the Purchasing Officer is hereby authorized to issue a purchase order to Emergency Vehicle Group, Inc. in the amount of \$197,602.57 for the purchase of one replacement ambulance, to replace Asset F099.

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PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the
City of Carlsbad on the _____ day of _____, 2012, by the
following vote, to wit:

AYES:
NOES:
ABSENT:

MATT HALL, Mayor

ATTEST:

LORRAINE M. WOOD, City Clerk
(SEAL)



Exhibit 2



April 11, 2012

Battalion Chief Michael Calderwood
Engineer Brad Dantzer
Carlsbad Fire Department
2560 Orion Way
Carlsbad, California 92008

Dear Chief Calderwood and Engineer Dantzer,

On behalf of *Life Line Emergency Vehicles* and *Emergency Vehicle Group, Inc.*, I would like to thank you for the opportunity to provide you with the following revised piggy-back offer for your new 2012 Ford F-450 Type I Fire Rescue Module Ambulance off of the formal bid process conducted by the Houston-Galveston Area Council for H-GAC Product Code **RA04**.

We would also like to thank you for the previous business that the City has had with *Emergency Vehicle Group, Inc.* and *Life Line Emergency Vehicles*. We appreciate the opportunity to continue the relationship.

Our pricing includes a \$6,712.00 discount in exchange to use your new ambulance to show other departments. We will show the vehicle to other departments for a 60 day period following radio installation and put no more than 4,000 miles on the chassis. The new ambulance will be delivered following EVG's annual open house on August 21, 2012.

Base unit price per work order:	\$182,346.00
HGAC Fee:	\$ 1,000.00
Sales Tax	\$ 14,209.32
Ca Tire Fee	\$ 12.25
Doc Fee	\$ 35.00

Total Sale Price \$197,602.57

Delivery will be 180 days after receipt of order.

Emergency Vehicle Group, Inc. (EVG) and *Life Line Emergency Vehicles* are proud to be in the business of serving those who bravely serve our communities and help ensure the safety of our families and friends. Our pledge is to offer you the same quality of service and expertise that is demanded from you.

Over the years we have introduced fire departments, municipalities and private companies to the absolute best in service, sales and customer support in the industry today.

We proudly serve California and Nevada from our Headquarters in Anaheim, California and offer you premium custom products along with the best value available in the industry. *EVG* accomplishes this by representing Crimson Fire Apparatus, Life Line Ambulances, McCoy Miller, Road Rescue Ambulances, Wheeled Coach Ambulances and Spartan Fire Chassis.

EVG offers over 275 years of combined emergency vehicle experience and has dedicated sales and service experts throughout the region with a true passion for providing the best products along with unequalled pre and post-sale service and support. Together, as a team and partner with you, we provide custom, premium fire apparatus and ambulances that are designed specifically for you and your specific needs.

Our Commitment to you is very clear, basic and simply to the point and what sets us apart...

We will provide you with the absolute best in sales, service and support both before and after the sale. Our mission is to develop long-term relationships and provide our customers with "honest, intelligent effort" in every thing we do for you.

We are truly "striving for excellence and have dedication and passion" for what we do and are committed to serving both the Fire Service and Emergency Medical Services communities.

The Service You Expect from People You Can Trust...

All of us at *Emergency Vehicle Group, Inc.* and *Life Line* believe in long-term relationships and we appreciate the opportunity of working with you and the Carlsbad Fire Department. We are all excited do be able to continue the relationship that you and your department has had with *Life Line* for many years. We are confident that our premium level of pre and post-sale service and support will be an added benefit to the premium ambulance that you have been purchasing.

I would again like to thank you for the opportunity to provide you with this purchase offer. All of us at *EVG* and *Life Line* offer you our sincere pledge of "Honest, Intelligent Effort" in everything we do for you now, and in the future.

Sincerely,



Jerry N. Grinstead, Jr.
CEO and Co-Founder

City of Carlsbad Fire Department
Proposal for
HGAC Product Code RA04 Purchase

The following proposal is to provide the city of Carlsbad based off of HGAC pricing and contract a new Life Line 2012 Ford F450 189" Wheel base Superliner Ambulance.

Price includes deduction of the Ford GPC Rebate. If the available rebate changes prior to the vehicle being ordered the difference will be credited or invoiced.

<u>Description</u>	<u>Price</u>
2012 F-450 Life Line Superliner Modular ambulance	\$182,346.00
H-GAC fee	\$ 1,000.00
CA Tire Fee	\$ 12.25
Doc Fees	\$ 35.00
 Tax (7.75% or Prevailing Rate)	 \$ 14,209.32
Total Purchase Price	\$197,602.57

This constitutes a contract for the purchase and sale of ambulances and ambulance equipment between Emergency Vehicle Group, Inc. (Seller) and City of Carlsbad (Buyer) in the total amount of \$197,602.57. Delivery shall be 180 days after receipt of order.

Payment Terms: 100% payment for the above amount is due at time of delivery of the vehicles.

Signature below represents acceptance of above contract and terms:

City of Carlsbad, CA

Emergency Vehicle Group, Inc.

Signature/Date: _____
Printed Name/Title: _____

Signature/Date: _____
Jerry N. Grinstead, Jr. CEO/Co-Founder

**CITY OF CARLSBAD – AGENDA BILL**

AB# 20,888	APPROVAL OF AMENDMENT NO. 6 WITH BROWN AND CALDWELL FOR THE DESIGN OF THE VISTA/CARLSBAD INTERCEPTOR SEWER, REACHES 11B – 15, AND THE AGUA HEDIONDA SEWER LIFT STATION PROJECT NOS. 3492, 3886, AND 3949	DEPT. DIRECTOR
MTG. 5/8/12		CITY ATTORNEY
DEPT. UTIL		CITY MANAGER

RECOMMENDED ACTION:

Adopt Resolution No. 2012-102 approving Amendment No. 6 to extend and amend the professional services agreement with Brown and Caldwell for the design of the Vista/Carlsbad Interceptor Sewer, Reaches 11B -15, and the Agua Hedionda Sewer Lift Station, Project Nos. 3492, 3886, and 3949.

ITEM EXPLANATION:

Project Background: The Vista/Carlsbad Interceptor Sewer System was constructed in 1965 and is jointly-owned by the City of Vista and the City of Carlsbad. The alignment, approximately eight miles in length within the City of Carlsbad, extends from just west of College Boulevard and Highway 78 to the Encina Water Pollution Control Facility (Encina). There are two sewer lift stations within the alignment, the Buena Vista Lift Station, and the Agua Hedionda Lift Station (see Exhibit 1). Both are maintained and operated by the Encina Wastewater Authority through a joint agreement.

The upper reaches of the Vista/Carlsbad Interceptor Sewer System from VC1 through VC11A have been replaced or rehabilitated in recent years. Reaches VC11B to VC15, which include the Agua Hedionda Lift Station and the adjacent trestle bridge supporting the sewer across the Agua Hedionda Lagoon, are in a state of declining condition and need to be replaced. Additionally, these facilities do not have the capacity to convey the ultimate flows projected for the basin. The Agua Hedionda Lift Station is the City's largest sewer lift station and is located adjacent to the lagoon on property owned by NRG Energy. The remaining portion of the gravity sewer to Encina, approximately two miles in length, does not have adequate capacity to meet future flows that are anticipated. Furthermore, this reach of interceptor sewer has been identified for replacement in Carlsbad's Sewer Master Plan to address the capacity deficit.

In 2008, the City selected the engineering firm of Brown and Caldwell to perform the final engineering design of the project. In addition to the engineering services, Brown and Caldwell was asked to provide a full service consultant team that could provide survey support, geotechnical investigation, environmental compliance documents and acquisition of resource agency permits.

Project Description: The project includes the replacement of the existing wood trestle bridge with a new 140-foot long steel truss bridge, construction of a new sewer lift station approximately 50-feet east of the current facility, and construction of a new parallel force main and gravity sewer to provide increased capacity and reliability to the sewer system. The new gravity sewer will be constructed in Avenida Encinas and a portion of the new sewer will require installation by microtunneling. The new force main will require construction by Horizontal Directional Drilling to avoid utilities within the area. The existing gravity sewer downstream of the lift station was inspected in 2009 and will continue to be utilized to convey a portion of the daily sewage flows from the new lift station and to maintain existing sewer connections south of Cannon Road. The new sewer bridge is being designed to accommodate the occasional maintenance vehicle and will be suitable for use by the Coastal Rail Trail as that project moves forward in the future.

DEPARTMENT CONTACT: Terry Smith, (760) 602-2765, terry.smith@carlsbadca.gov

FOR CITY CLERKS USE ONLY

COUNCIL ACTION:	APPROVED <input type="checkbox"/>	CONTINUED TO DATE SPECIFIC <input type="checkbox"/>
	DENIED <input type="checkbox"/>	CONTINUED TO DATE UNKNOWN <input type="checkbox"/>
	CONTINUED <input type="checkbox"/>	RETURNED TO STAFF <input type="checkbox"/>
	WITHDRAWN <input type="checkbox"/>	OTHER – SEE MINUTES <input type="checkbox"/>
	AMENDED <input type="checkbox"/>	

Amendment Description: Amendment No. 6 to the Brown and Caldwell agreement addresses additional engineering services necessary to comply with CEQA requirements and to address unforeseen design issues. Some of the more significant items of work being added to Brown and Caldwell's scope of work include making revisions to the Storm Water Management Plan, revising plans to reflect ground elevation changes as a result of Amtrak's double-track project, and preparing a soil and groundwater management plan to address the requirements for handling contaminated soil during construction. Additionally, Amendment No. 6 also extends the duration of the original agreement for an additional 3-year term to allow for the completion of current design activities and to provide engineering design support during construction.

The project design is approximately 90% complete and it is anticipated that the first construction contract for the pipeline installation in Avenida Encinas will go out for bid in the fall of 2012. The remaining two construction contracts for the bridge and lift station will be bid in early 2013 once the design is complete and the project receives all easements and discretionary permits.

ENVIRONMENTAL IMPACT:

The proposed approval of a contract amendment does not qualify as a "project" under the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15378, as it does not result in a direct or reasonable foreseeable indirect physical change in the environment.

A Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared for the Agua Hedionda Sewer Lift Station, Force Main and Gravity Sewer Replacement project (PDP 00-02(C)/SP 144(L)/RP 10-26/CDP 10-17/HDP 10-05/SUP 10-02/HMP 10-03) and were adopted by the City Council at meeting held on December 6, 2011.

FISCAL IMPACT:

The fee for the additional services included in this Amendment is \$81,718, which includes a \$20,000 contingency amount. Subsequently, it is anticipated that another amendment with Brown and Caldwell will be required prior to the start of construction to provide engineering support services during construction. These services will be negotiated at a future date. A summary of current and projected project costs is as follows:

PROJECT COST SUMMARY FOR THE AGUA HEDIONDA SEWER LIFT STATION AND V/C INTERCEPTOR SEWER REPLACEMENT PROJECT, REACHES VC11B – VC15 (PROJECT NOS. 3492, 3886, AND 3949)	
Manhole Rehabilitation Contract (Completed – Actual Costs)	\$344,900
Studies, Environmental Compliance and Design Activities (As of 3/31/2012)	\$3,549,121
Existing Encumbrances	\$433,993
Proposed Amendment No. 6 to Brown and Caldwell Agreement	\$81,718
City Project Management and Miscellaneous Costs (Estimated)	\$50,000
Subtotal of Costs (Through Design)	\$4,459,732
Utility Relocation, Easement Acquisition and Railroad Fees	\$1,380,000
Estimated Construction Phase Costs & Contingency	\$40,261,000
TOTAL ESTIMATED PROJECT COST	\$46,100,732
TOTAL APPROPRIATIONS TO DATE	\$46,230,000
ADDITIONAL APPROPRIATION REQUIRED	\$0

Sufficient funds are currently available for the completion of the project. All project related costs will be shared between the City of Carlsbad and the City of Vista as described within the existing 2002 ownership agreement between the two cities for operation and maintenance of the Vista/Carlsbad Interceptor Sewer System.

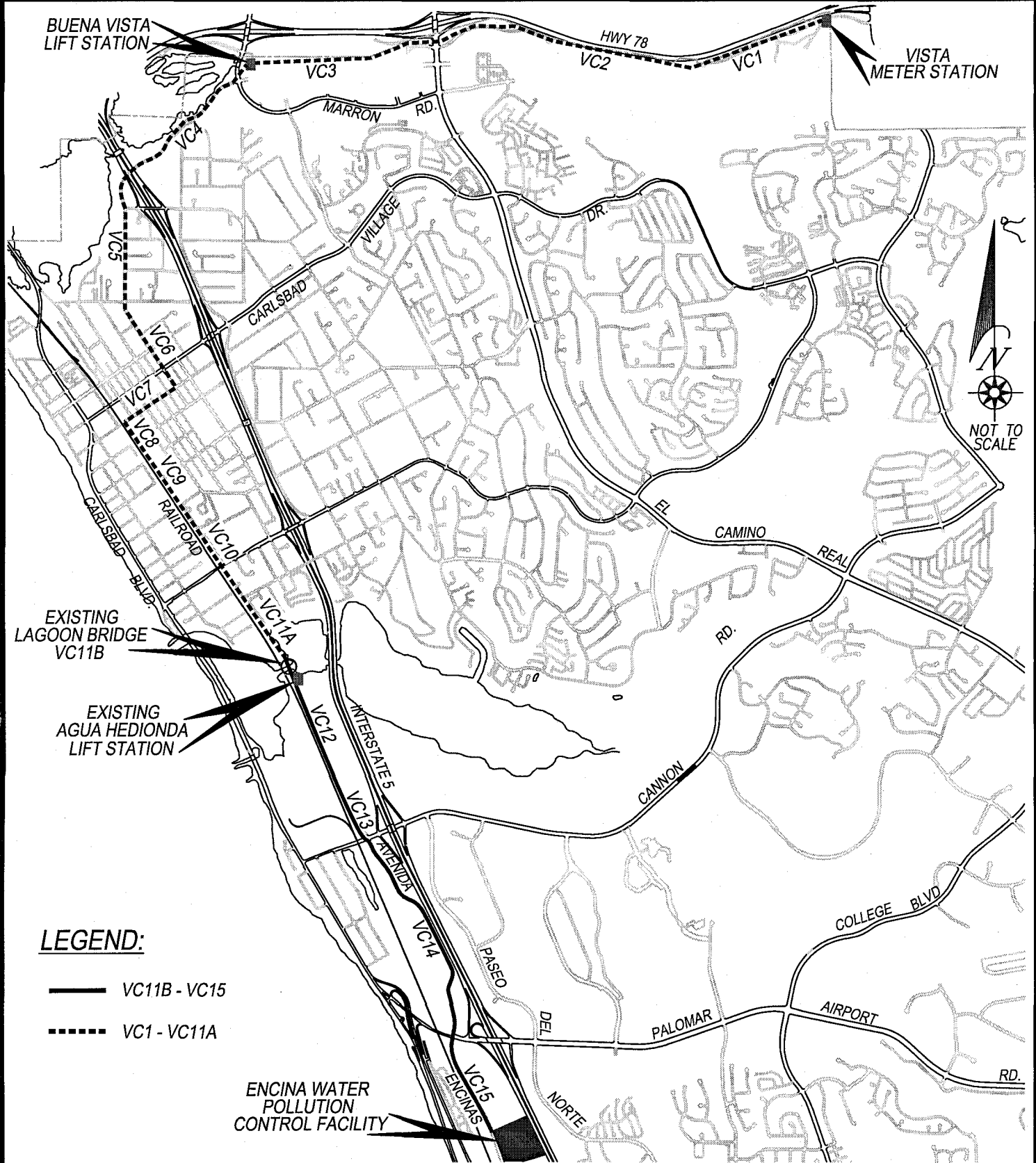
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A project specific agreement has been prepared with Vista to define the administrative procedures and payment schedule for expenses incurred during the planning and design phase of the project. Vista has paid Carlsbad for their share of these expenses incurred to date. A second project agreement with Vista will be prepared prior to bidding the project to address noticing requirements and billing procedures during construction. The total project cost share between the two cities is approximately 65-percent Vista and 35-percent Carlsbad; however, the actual cost share varies with each reach of the sewer. Carlsbad's share of the project is funded from the Sewer Connection Fee Fund. The City of Vista will be using State Revolving Funds to pay for their portion of the project.

EXHIBITS:

1. Location Map.
2. Resolution No. 2012-102 approving Amendment No. 6 to extend and amend the professional services agreement with Brown and Caldwell for the design of the Vista/Carlsbad Interceptor Sewer System, Reaches 11B -15, and the Agua Hedionda Sewer Lift Station, Project Nos. 3492, 3886, and 3949.
3. Amendment No. 6 to Extend and Amend Agreement for Professional Engineering Services with Brown and Caldwell for the Design of the Vista/Carlsbad Interceptor Sewer System, Reaches 11B - 15, and the Agua Hedionda Sewer Lift Station.

LOCATION MAP



LEGEND:

- VC11B - VC15
- - - VC1 - VC11A

PROJECT NAME
**AGUA HEDIONDA LIFT STATION & VISTA/CARLSBAD
 INTECEPTOR SEWER REACHES VC11B THROUGH VC15**

PROJECT
 NUMBER
 CP3492,
 3886 & 3949

EXHIBIT
1

RESOLUTION NO. 2012-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, APPROVING AMENDMENT NO. 6 TO EXTEND AND AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH BROWN AND CALDWELL FOR THE DESIGN OF THE VISTA/CARLSBAD INTERCEPTOR SEWER SYSTEM, REACHES 11B-15, AND THE AGUA HEDIONDA SEWER LIFT STATION, PROJECT NOS. 3492, 3886, AND 3949.

WHEREAS, the City Council of the City of Carlsbad, California, has determined it necessary and in the public interest to approve Amendment No. 6 to the agreement with Brown & Caldwell, Inc., for the design of the replacement of the Vista/Carlsbad Interceptor Sewer System, Reaches 11B through 15, and the Agua Hedionda Sewer Lift Station; and

WHEREAS, On June 10, 2008, the City entered into an agreement with Brown & Caldwell in the amount of \$2,382,281 to provide engineering design and environmental services; and

WHEREAS, the current agreement term expires on June 9, 2012; and

WHEREAS, it is in the best interest of the City to extend the agreement with Brown & Caldwell for an additional three (3) year term to allow for the completion of all services anticipated in the original agreement; and

WHEREAS, five (5) subsequent amendments have been authorized to Brown & Caldwell in the amount of \$624,501; and

WHEREAS, City staff and Brown & Caldwell have negotiated fees in an amount not-to-exceed \$81,718 to provide additional engineering and environmental services for the project, as described in this Amendment No. 6 to professional services agreement; and

WHEREAS, funds have been appropriated in the 2011-2012 Capital Improvement Program from the Sewer Connection Fee Fund and sufficient funds are currently available; and

WHEREAS, the City of Vista will reimburse Carlsbad for their portion of the design fees as stated in an agreement titled, "Agreement for Ownership, Operation and Maintenance of the Vista/Carlsbad Interceptor Sewer", dated February 26, 2002.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.

1 2. That Amendment No. 6 to the Agreement with Brown and Caldwell will extend the
2 agreement for an additional 3-year term that expires on June 9, 2015.

3 3. That Amendment No. 6 to Agreement with Brown and Caldwell in an amount not-to-
4 exceed \$81,718 for the Design of the Vista/Carlsbad Interceptor Sewer System, Reaches 11B through
5 15, and the Agua Hedionda Sewer Lift Station is approved and the Mayor is hereby authorized and
6 directed to execute said amendment.

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PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the
City of Carlsbad on the _____ day of _____, 2012, by the
following vote, to wit:

AYES:

NOES:

ABSENT:

MATT HALL, Mayor

ATTEST:

LORRAINE M. WOOD, City Clerk
(SEAL)

**AMENDMENT NO. 6 TO EXTEND AND AMEND AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES FOR THE DESIGN OF THE VISTA/CARLSBAD INTERCEPTOR
SEWER, REACHES 11B-15, AND THE AGUA HEDIONDA SEWER LIFT STATION
(BROWN AND CALDWELL)**

This Amendment No. 6 is entered into and effective as of the _____ day of _____, 20____, amending the agreement dated June 10, 2008, (the "Agreement") by and between the City of Carlsbad, a municipal corporation, ("City"), and Brown and Caldwell, a private employee-owned company, ("Contractor") (collectively, the "Parties") for professional engineering services for the design of the Vista/Carlsbad Interceptor Sewer, Reaches 11B-15 and the Agua Hedionda Sewer Lift Station.

RECITALS

A. On November 30, 2009, the Parties executed Amendment No. 1 to the Agreement to provide additional engineering studies and design services; and

B. On May 28, 2010, the Parties executed Amendment No. 2 to the Agreement to extend it for one (1) additional year; and

C. On February 23, 2011, the Parties executed Amendment No. 3 to the Agreement to provide additional design services, permit assistance and environmental surveys; and

D. On June 22, 2011, the Parties executed Amendment No. 4 to the Agreement to extend it for one (1) additional year; and

E. On December 8, 2011, the Parties executed Amendment No. 5 to the Agreement to provide additional design services and assistance with easement acquisition; and

F. The Parties desire to alter the Agreement's scope of work to provide additional design services and reports; and

G. The Parties desire to extend the Agreement for a period of three (3) additional years; and

H. The Parties have negotiated and agreed to a supplemental scope of work and fee schedule, which is attached to and incorporated by this reference as Exhibit "A", Scope of Services and Fee.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. In addition to those services contained in the Agreement, as may have been amended from time to time, Contractor will provide those services described in Exhibit "A".

2. City will pay Contractor for all work associated with those services described in Exhibit "A" on a time and materials basis not-to-exceed eighty one thousand seven hundred eighteen dollars (\$81,718). Contractor will provide City, on a monthly basis, copies of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

3. Contractor will complete all work described in Exhibit "A" by June 9, 2015.

4. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect.

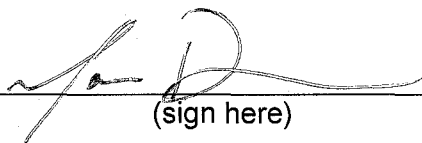
5. All requisite insurance policies to be maintained by Contractor pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

6. The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Amendment.

CONTRACTOR
BROWN AND CALDWELL, a private
employee-owned company

CITY OF CARLSBAD, a municipal
corporation of the State of California

By:



(sign here)

MARC DAMIKOLAS / VICE PRESIDENT
(print name/title)

By:

Mayor

ATTEST:

By:

(sign here)

(print name/title)

LORRAINE M. WOOD
City Clerk

If required by City, proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A
Chairman,
President, **or**
Vice-President

Group B
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

RONALD R. BALL, City Attorney

BY:



Assistant City Attorney

ACKNOWLEDGMENT

State of California
County of ORANGE

On 4/5/12 before me, R.H. BADANI, Notary Public
(insert name and title of the officer)

personally appeared Marc G. Damikolas
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

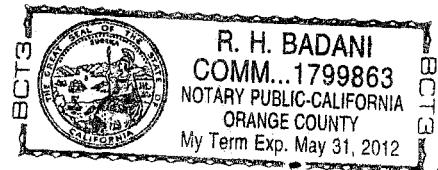
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Rh Badani

(Seal)



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment

Document Date: 4/5/12

Number of Pages:

(Not including this page)

Signer(s) Other Than Named Above:

CERTIFICATE OF SECRETARY
OF
BROWN AND CALDWELL,
A CALIFORNIA CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of Brown and Caldwell, a California corporation, and am keeper of the corporate records and seal of said corporation.
2. At the annual meeting of the Board of Directors on February 3, 2012, the following resolution was adopted:

RESOLVED that all Brown and Caldwell officers currently appointed to serve are ratified and authorized to continue to hold their offices at the pleasure of the Board of Directors of this corporation until the next annual meeting of the Board of Directors of this corporation or until their respective successors are elected or qualified, or until their earlier resignation. A listing of current company officers is attached.

BE IT FURTHER RESOLVED that all Brown and Caldwell officers listed are authorized to financially commit the corporation in accordance with the Company procedures and policies within their respective area of responsibility or as stated in the Bylaws.

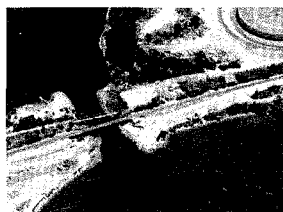
3. Marc G. Damikolas is a Vice President of Brown and Caldwell, is so identified in the February 3, 2012, resolution referenced above, and in that capacity is duly authorized to financially commit the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 2nd day of March, 2012.

SIGNED:


ROBERT D. GOODSON, Secretary

(SEAL)



Agua Hedionda Lift Station and V/C Sewer Interceptor Replacement Projects – City of Carlsbad

Proposal for Additional Engineering Support and Final Design Services – Updated March 15th 2012

Background

The City of Carlsbad engaged Brown and Caldwell in June 2008 to prepare three (3) separate bid packages for construction of the Agua Hedionda Lift Station (AHLS) and V/C Interceptor Sewer project facilities as follows:

- Package 1 – Agua Hedionda Sewer Lift Station and Forcemain Project
- Package 2 – V/C Interceptor Sewer and Lagoon Bridge Replacement Project
- Package 3 – V/C Interceptor Relief Sewer and Recycled Water Pipeline in Avenida Encinas.

Currently Packages 1, 2 and 3 are at the approximate 90 percent design completion level and project construction is scheduled to begin in 2013. The construction efforts will occur in parallel with some overlap, and will be completed in the following series:

- Package 3 – V/C Interceptor Relief Sewer and Recycled Water Pipeline in Avenida Encinas.
- Package 2 – V/C Interceptor Sewer and Lagoon Bridge Replacement Project
- Package 1 – Agua Hedionda Sewer Lift Station and Forcemain Project

Amendment - 006 Proposal for Additional Engineering Support and Final Design Services

Recently, and during project final design, certain changing site conditions have resulted due to nearby construction completed by others, agency requirements, additional design work, additional engineering support and coordination work, and design changes requested by the City. As a result, these changes necessitate additional engineering services outside the contracted scope of work. This proposal requests additional compensation for work as described in the phases outlined below.

The work described below will be added to the existing project contract by Amendment 006 and is proposed to be completed for the costs shown on the attached detailed fee breakdown.

Schedule for Work:

Note: The work of Amendment 006 is planned to be completed by the fall of FY 2012. However BC's current contract is set to expire prior to the end of the year and completion of project final design including the Amendment 006 work items prior to this. BC's project engineer Nicholas Boswell next requested that the City provide a 1 year extension to the contract.

At that time City of Carlsbad PM Terry Smith (on 2-16-2012) advised that the City is aware of the issue and is working with the City Attorney's office to obtain a needed 1 year extension to complete the work.

Amendment Scope Elements by Work Phase

The proposed additional scopes of work (Phases 20 through 25) include descriptions for detailing which of the three project construction bid packages (Bridge, Lift Station and Gravity Sewer) will be updated by the work, and expected engineering, CAD, and subconsultant work needed for their completion.

Phase 020 – Update to Storm Water Management Plan

- Bid Package(s) Impacted:** • All packages.
- Phase CAD and Engineering Effort:** • Work includes update to project SWMP prepared for construction of the AHLS facility to be submitted as attachment to each final Bid Packages 1-3.

Under Phase 020, Brown and Caldwell will update the project Storm Water Management Plan (SWMP) prepared previously for construction of the AHLS project facilities to justify project hydromodification exemption. The work includes generation of one updated CAD figure showing that the project directly discharges storm water runoff to Agua Hedionda Lagoon, which is exempt from hydromodification criteria. Mean tide levels and 100-year floodplain information for the lagoon will be obtained and compared to the Agua Hedionda Lift Station site outfall elevation. Additionally, the energy dissipation system at the conveyance system outfall will be reviewed and to ensure that the post construction local scour from the combined project discharge is mitigated as required by the project discharge requirements established by the regional board. If found out of compliance, Brown and Caldwell will notify the City immediately of the issue and, if requested, provide proposal for detailed design to modify and correct the discharge outlet condition.

Phase Assumption: Estimate includes time for coordination phone calls with the City of Carlsbad staff and one City meeting.

Phase Deliverables:

1. Draft language and figure needed to update SWMP; one electronic copy as PDF and native file formats.
2. Final updated SWMP; one electronic copy as PDF and native file formats, plus two updated hard copies of Final SWMP.

Phase 021 – Add to Project Design Work to Locate and Rehabilitate Manhole

- Bid Package(s) Impacted:** • Bid Package 3
- Engineering Effort:** • Prepare one plan view blow up detail and notes to direct the work.
• Prepare one section detail and notes for the work.
• Prepare one specification section to direct the Contractor how to complete the work and incorporate one City-provided specification for manhole rehabilitation.
• Coordination w/ City, CAD and cost estimator to add work.
- CAD Effort:** • Prepare one plan view blow up detail and notes to direct the work.
• Prepare one section detail and notes for the work.
- Cost Estimation:** • Add to Bid Package 3 cost estimate the new construction work of Phase 021.

The City previously completed a manhole rehabilitation contract for all manholes located on sewer reaches VC11B – VC15 that repaired manholes found to be in poor condition. At that time all manholes were addressed, with the exception of one located near the intersection of Avenida Encinas Road and Palomar Airport Road that was not able to be physically located from above grade. It is believed that the manhole rim and access shaft were buried by construction of the Palomar Airport Road Bridge Crossing project with the rim underneath the bridge embankment fill and not raised to grade. The City has internal closed-circuit television (CCTV) inspection data which confirms the manhole's existence. The manhole is located in close proximity to existing buried high pressure gas pipeline and other utilities.

Under Phase 021, Brown and Caldwell will add to the Package 3 design the work for the Contractor to locate and repair this manhole. Upon commencement of the Phase 021 design work, Brown and Caldwell will discuss with the City and confirm the preferred replacement method to be used for the project and incorporated into the Package 3 bid documents.

The manhole will be repaired by either:

- Rehabilitating the manhole interior per City specification, capping the manhole in place, removing the remaining existing risers, then backfilling to restore existing conditions; or
- Rehabilitating the manhole interior per City specification and installing new manhole risers to grade for future access, risers, and then backfilling to restore existing conditions.

Following City direction, Brown and Caldwell will update the contract documents and cost estimate. Brown and Caldwell will prepare and incorporate to the drawings one plan detail figure and one manhole excavation section figure with notes to direct the work. Brown and Caldwell will prepare one new specification section to for the additional work and will incorporate one City-provided specification section for manhole rehabilitation. The work is located within an existing City of Carlsbad sewer easement but is also in close proximity to the vehicle overpass at Palomar Airport Road for the railroad. If right-of-way permits are required for the work, Brown and Caldwell will include requirements for the Contractor to prepare the permit applications and acquire permits. No permit acquisition work is included by Brown and Caldwell. Brown and Caldwell will update the Project 3, 90 percent and Final engineer's cost estimate to include the work of Phase 021 to field locate and rehabilitate the sewer manhole.

Phase Assumptions:

- No field or aerial survey work is included in Phase 021 by Brown and Caldwell. Contractor to field locate manhole prior to construction. Design will be based on record information provided by the City.
- City to provide CCTV data inspection reports and manhole rehabilitation specification from previous manhole rehabilitation project.

Phase Deliverables:

3. Final Package 3 contract documents to include manhole location and rehabilitation work.
4. Add to Package 3 90 and 100 percent engineer's construction cost estimate for Phase 021 work.

Phase 022 – Design Updates for Revised Grades Resulting from Amtrak's Rail Expansion Project

Bid Package(s) Impacted:

- Bid Packages 1 and 2.
- Update to Structural Design for Bridge Abutments and Reduced Wall Design by R2H. See Attachment B for proposal.

Engineering Effort – Bid Package 1:

- Engineering redesign and coordination efforts with San Dieguito Engineering (SDE), City, and Amtrak to collect the information needed to update the existing grading background topographic files, correct all existing topographic backgrounds, correct all proposed grading work impacted by the changes including drainage designs, incorporate the changes to Brown and Caldwell's Bid Packages 1, and QA/QC for all design changes.
- Sheet C-500. Redesign existing and proposed grading including designs for the infiltration basins, etc., to accommodate new grade conditions from Amtrak fill.
- Sheet C-501. Revise existing grading and proposed drainage connection piping to match infiltration basin changes.
- Sheet C-502. Revise existing grading and paving plan for changes to grade conditions
- Sheet C-505. Section revisions for existing and proposed grading.
- Sheet C-505. Section revisions for existing and proposed grading.

CAD Effort – Bid Package 1:

- Sheet C-500. Modify existing and proposed grading around infiltration basins, etc., to accommodate new grade conditions from Amtrak fill and redesign final grading.
- Sheet C-501. Revise proposed drainage connection piping to match infiltration basin changes.
- Sheet C-502. Revise paving plan for changes to grade conditions
- Sheet C-505. Section revisions.
- Sheet C-505. Section revisions.
- Revise existing grading to accommodate new grade conditions from Amtrak fill.
- Revise pipeline proposed grading to accommodate new grade conditions from Amtrak fill.

Engineering Effort – Bid Package 2

- Engineering redesign and coordination efforts with SDE, R2H, City, and Amtrak to update the existing grading background topographic files to reflect final topographic conditions and to work with R2H to incorporate the changes associated with the grading and reduce the overall impact of the project by reducing the fill depth and associated concrete needed for the lagoon crossing for Bid Package 2 bridge design, and QA/QC for all design changes as presented below:

- Update proposed grading for the project where impacted by Amtrak's work.
- Update pipeline profile to reflect final surface grades, check new cover and conditions of pipeline.
- C-2 and C-3, plan and profile sheet revisions
- Sheets C-5 and C-6. Revisions for enlarged plan details.
- Sheet C-7 and C-9. Revise existing and proposed ground profiles shown.
- All B drawing sheets. Engineering work to QA/QC and coordinate existing grading changes, proposed grading changes, and proposed design modifications with structural subconsultant R2H.

CAD Effort – Bid Package 2

- Sheet G-8. Background grading change.
- Sheets C-2 and C-3. Background grading change. Revised proposed grading. Changes to plan view and grading for pipeline profile.
- Sheets C-5 and C-6. Update background files for enlarged plan details.
- Sheet C-7 and C-9. Update existing and proposed ground profiles shown.
- All B drawing sheets. CAD time to coordinate existing grading changes, proposed grading changes, and proposed design modifications with structural sub consultant R2H.

R2H - Structural Design Effort:

- See attached R2H proposal.
- Update to all structural drawings for lowering of the fill over the trunk sewer and bridge deck by 2-feet to better match existing final grade conditions.
- Check of bridge and footing designs for potential impacts due to new Amtrak earthwork.

Following completion of the project aerial mapping, field survey and base drawing development efforts, and at the approximate 90 percent design level, Amtrak began construction of its "Double Track Expansion Project" which installed a new second rail line east of the current track and adjacent to the project area. Attached to this proposal is an aerial photo from project survey subconsultant SDE that shows the approximate limits of Amtrak's work which impacts the AHLS project. The improvements include construction of a new rail line, drainage improvements, retaining walls, bridge crossing for the Agua Hedionda Lagoon, and mass earthwork north and south of the lagoon crossing. These changes impact the survey and design work completed previously for project Bid Package 1 and Bid Package 2. Additionally, based on the final grades in the area of the lagoon crossing the existing structural design of Package 2 will be updated to lower the fill near the bridge deck by 2-feet to reduce the project cost. The work to update the bridge and retaining walls will be completed by subconsultant R2H Engineering with coordination by BC.

The Phase 022 work includes all effort needed to update Bid Package 2 and Bid Package 1 for Amtrak's field changes including engineering, CAD, project management and QA/QC. Initially work will be completed by SDE to generate new electronic aerial survey the Amtrak grading changes that impact the job in order to update the project topographic base mapping. The work by SDE is not part of Amendment 6 and will be coordinated through the City.

Through Amendment 6, Brown and Caldwell will use the updated topographic data provided by SDE to update the grading and redesign the proposed grading, drainage systems, and other design elements for all plans of Package 2 and Package 1. Brown and Caldwell will also coordinate with R2H to modify the structural bridge design documents to reduce the project impact by lowering the fill at the lagoon crossing by 2-feet and shorten the associated retaining walls as well as incorporate the changes to our plans.

See attached R2H proposal for structural design update.

Phase Assumptions:

- SDE to provide updated topographic grading file in CAD format showing Amtrak's final grading.
- Project subconsultant R2H to update the structural design package, per the attached proposal.

Phase Deliverable: Modify Package 1 and Package 2 Contract Documents to account for changed conditions resulting from the Amtrak expansion project.

Phase 023 – Modify Project Design to Include 6-Inch Fire Water Service

Bid Package(s) Impacted:

- Bid Package 1, Bid Package 2.

Phase Effort – Engineering Package 1:

- Sheet C-100. Revise detail of back flow preventer at station due to upsizing of line.
- Sheet C-501. Revise yard piping for new pipeline alignment. Update water service labels on sheet.
- Sheets C-501, C-504, C-505, C-506, and C-509. Revise labeling for new size water service and fire service call outs.

Phase Effort – CAD Package 1:

- Engineering design for portion of 6-inch line at AHLS site including water service and fire service connections and hydrant.

Phase Effort – Engineering Package 2:

- Engineering design for portion of 6-inch line from new connection at condominium complex to current alignment.
- Provide new water line alignment backgrounds and size information for bridge utility crossing to bridge subconsultant R2H.

Phase Effort – CAD Package 2:

- Sheet G-6. Revise sheet to show revised connection location and alignment and call outs for 6-inch water service.
- Sheet C-4. Revise sheet to show connection at condominium complex.
- Sheets C-2 and C-3. Revise sheets for new water line callouts.
- Sheets C-5, C-6 and C-9 revise water line labels.

Phase Effort – Sub R2H:

- Effort to redesign 90 percent plans for the proposed larger water utility crossing for the bridge and to modify all plans as needed to call out the larger water service.

Under Phase 023, Brown and Caldwell will update the Package 1 and Package 2 contract document to include construction of a new 6-inch water service to the AHLS including fire service, backflow prevention, and fire hydrant connection for the AHLS site as required by the Fire Department. The line will service the new lift station with potable and fire flow water and will replace the existing 3-inch water service that currently feeds the station and will be abandoned by the projects. The new connection will begin north of the bridge project and extend south adjacent to the new incoming AHLS gravity sewer in open space, across the new project bridge to the lift station site. The work involves engineering and CAD changes to the Package 1 and Package 2 contract documents to add information for flow metering, backflow prevention, fire hydrant, and changes to existing labeling, alignments, and profiles which impact many sheets as presented above. The work also includes effort by project structural bridge design subconsultant R2H to redesign 90 percent plans for the proposed larger water utility crossing the bridge and to modify their plans as needed to call out the larger water service as well as Brown and Caldwell's Project Manager effort to coordinate the changes with R2H.

Phase Deliverables:

5. Modify Package 1 and Package 2 Contract Document as detailed.
6. Modify 90 percent Bridge Design Contract Document for larger 6-inch line on bridge. Work by R2H.
7. Add to Package 1 and Package 2 engineer's construction cost estimates the work added by Phase 023.

Phase 024 – Construction Soil Management, Dewatering, and Safety Plan

Bid Package(s) Impacted:

- Phase work relates to all bid packages and will be included as attachment to contract documents.

Phase Effort:

- Per attached and below scope of work descriptions.

See Brown and Caldwell's attached detailed scope of work for preparation of the Phase 024 deliverables for project specific Soil and Groundwater Management Plan (SGMP) and associated community health and safety plan (CHSP). Under Phase 024, Brown and Caldwell will prepare a project-specific SGMP and CHSP. Brown and Caldwell will also update the project contract documents including earthwork, dewatering, and other related specification sections to incorporate the recommendations of the prepared SGMP and CHSP plans for project construction. Listed in this section are the planned deliverables for Phase 024 work.

Background: To construct the AHLS project facilities, large amounts of earthwork is needed and large volumes of existing soil must be disposed of offsite by the Contractor. During project preliminary design, soil and groundwater samples were collected from the AHLS site area and tested environmentally to assess any associated impacts needed for project construction earthwork, dewatering, and safety. The investigation results are presented in the project *Environmental Soil and Groundwater Sampling Report* developed by Ninyo & Moore. The report findings indicate that soil and groundwater

removed from the AHLS site during construction grading and dewatering may contain contaminants above screening levels or permitted concentrations. Therefore, the soil and groundwater that is encountered during construction may require special treatment prior to disposal by the Contractor in accordance with applicable regulations for proper disposal. The report concludes that a subsequent project specific construction soil, safety and groundwater management plan be developed to limit construction risk and lower construction cost.

Phase Deliverables:

8. Draft construction SGMP; one hard copy and CD with one electronic copy as PDF.
9. Final construction SGMP; two hard copies and CD with one electronic copy as PDF and one electronic copy as MS Word file(s); updated drawings and specifications to address SGMP and CHSP recommendations.

Phase 025 – Contingency for Additional Work, Optional Phase per City Authorization

Phase 025 includes \$20,000 of contingency budget set aside for unforeseen additional engineering support tasks that may be requested by the City to complete the project work. The work is optional and requires City direction to undertake.

Amendment Cost Summary

Table 1 summarizes the costs associated with the new work elements of Phases 020 through 025, inclusive. A more detailed cost breakdown, including labor hours and cost, subconsultant fees, and other direct costs, is presented in an attachment to this proposal.

Table 1. Amendment No. 006 – Cost Summary

Phase No.	Work Description	Total Cost
020	Revise Existing SWMP	\$4,155
021	Locate and Rehabilitate Existing Manhole	\$2,812
022	Design Updates for Revised Grades Resulting from Amtrak Rail Expansion Project	\$32,832
023	Modify Design to Include 6" W Line w/ Connection to City Water Main and Fire Hydrant at AHLS Site; Abandon Exist 3" Service	\$5,225
024	Preparation of Soil, Groundwater, and Safety Management Plan for Project Construction	\$16,694
025	Contingency for Additional Unforeseen ⁽¹⁾	\$20,000
Amendment Total		\$81,718

(1) Work requires Client authorization

Attachment A: Detailed Fee Proposal for Amendment No. 006

Detailed Fee Proposal for Contract Amendment No. 006

Agua Hedionda Lift Station and V/C Interceptor Project

																	Reproduction	Travel	R2H Engineering			
																				Total Expense Cost	Total Expense Effort	Total Effort
Phase	Phase Description	Vice President	Managing Engineer	Senior Engineer	Supervising Engineer	Principal Designer	Lead Drafter	Supervising Construction Engineer	Principal Construction Engineer	Supervisor, Word Processing	Project Analyst II	Supervising Engineer	Managing Geologist	Senior Geologist	Total Labor Hours	Total Labor Effort						
		\$243	\$235	\$184	\$203	\$184	\$114	\$203	\$197	\$100	\$100	\$203	\$235	\$176								
020	Revise Existing SWMP	0	0	4	1	2	1	0	0	2	0	12	0	0	22	\$4,055	\$100			\$100	\$100	\$4,155
021	Locate and Rehab Existing Manhole	0	0	4	0	2	8	1	3	0	0	0	0	0	18	\$2,812						\$2,812
022	Mod Design Plans-Revised Grades	2	4	16	24	40	16	0	0	0	0	0	0	0	102	\$18,432	\$100	\$13,000	\$13,100	\$14,400	\$32,832	
023	Mod Design Plans-4" W to 6" W	0	1	8	0	12	8	0	2	0	0	0	0	0	31	\$5,225						\$5,225
024	Prep of Soil Mgmt Plan	2	4	8	0	24	4	0	0	6	2	0	4	40	94	\$16,544	\$100	\$50		\$150	\$150	\$16,694
025	Contingency	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0				\$20,000	\$20,000	\$20,000
GRAND TOTAL		4	9	40	25	80	37	1	5	8	2	12	4	40	267	\$47,068	\$200	\$150	\$13,000	\$33,350	\$34,650	\$81,718

Attachment B: R2H Proposal for Structural Design Updates



R₂H Engineering, Inc.

February 16, 2012

Mr. Nicholas Boswell
Brown and Caldwell
9665 Chesapeake Drive
Suite 201
San Diego, CA 92123

Re: **Agua Hedionda – Bridge Changes**
R₂H Project No: 08052 01 – Revised

Dear Mr. Boswell:

R₂H Engineering is pleased to submit this proposal for the changes required on the Agua Hedionda project. Please review this entire document carefully to ensure a common understanding of our scope of services. Note that there are a number of conditions specific to this project.

PROJECT DESCRIPTION

It is our understanding the changes required for the referenced project consists of the modifications required on the structural engineering and design for the pedestrian overpass. We expect the required modifications can generally be described as follows:

Task 1

- Incorporate new grading plan, provided by others, as a background on the structural drawings. This new grading plan lowers the cover over the buried pipe by 2'-0".
- Add a new 16" sleeve to accept a 12' water line. Location of the line shall be provided by others, this modification is for the placement of the sleeve only.
- Verification of ability of existing sleeve to accept 6" line. Modify as required.
- Update elevations on the pedestrian bridge. Modify structural sheets as necessary to represent the new bridge deck height, including changes to retaining wall lengths and heights, utilizing retaining walls as previously calculated and designed.

Task 2

- If requested, redesign retaining walls providing updated calculations for the new shorter walls.

Modifications are not expected to require changes to the original design of the abutment or bridge. Modifications or changes requiring structural engineering design changes to the abutment or bridge are not part of this proposal.

SCOPE OF SERVICES

Our basic scope of services was developed based on our conversations with Brown and Caldwell. R₂H will provide services as follows:

Task 1

1. Modify structural drawings, lowering the bridge deck height and updating the retaining walls. All drawings shall be completed in AutoCAD and submittals will be provided in electronic format for print by others.
2. Perform checking and coordination of the structural documents.

Task 2

1. Provide redesign calculations for updated retaining walls.

EXCLUSIONS, CONDITIONS AND ASSUMPTIONS

1. No structural design changes to the bridge, abutments or piles.
2. Construction phase services.

FEES

Our fee and scope of services are based on accurate and sufficient documentation.

We anticipate completing our scope of services for the following fees:

Task 1	\$13,000.
Task 2	\$ 3,000.

We hope that you find this proposal appropriate. If you have any questions or comments, please do not hesitate to contact our office.

Sincerely,
R₂H ENGINEERING, INC.



for
Robert C. Hendershot, P.E.
President

Attachment C: BC Scope of Work for Construction Soil Management, Dewatering and Community Safety Plan

AGUA HEDIONDA LAGOON LIFT STATION AND FORCE MAIN SOIL MANAGEMENT AND DEWATERING PLAN SCOPE OF WORK

Project Understanding

The Aqua Hedionda Lift Station project involves construction of a new 33-mgd sewer lift station, 1.5 miles of 54-inch gravity sewer, and 4,000 feet (HDD construction) of 36-inch force main needed to upgrade the existing lift station and conveyance system. As part of the preliminary design assessment for the project, several soil samples were collected from geotechnical soil borings for environmental testing. Attached to this scope of work are figures that show the locations of the borings completed for the project. In addition, samples were collected from shallow groundwater to determine potential impacts from groundwater on dewatering options. Results from this sampling were presented in the *Environmental Soil and Groundwater Sampling Report* developed by Ninyo & Moore.¹ The following findings were found from the investigation:

- Boring B-6 located within the footprint of the proposed lift station showed non-detect or low concentrations for all of the analytes with the exception of organo-chlorine pesticides (endosulfan I, endosulfan II and 4,4-dichlorodiphenyltrichloroethene [DDT]), with DDT concentrations detected above the United States Environmental Protection Agency (U.S. EPA) regional screening levels for both residential and industrial land uses.
- Total petroleum hydrocarbons (TPH) were detected in samples B-7 and B-20 at depths of 36 and 5 feet below the ground surface (bgs), respectively.
- Groundwater samples collected from B-14 and B-18 had detections of TPH, and B-18 had detections of volatile organic compounds (VOCs).

Soil and groundwater removed during grading and dewatering could contain contaminants above screening levels or permitted concentrations. Thus soil and groundwater may need to be properly re-used or removed for proper disposal disposed in accordance with applicable regulations. To allow for management of the potentially impacted soil and groundwater, Brown and Caldwell will develop a Soil and Groundwater Management Plan (SGMP) and associated community health and safety plan (CHSP). The following scope of work (SOW) presents the detail of the SGMP.

Soil and Groundwater Management Plan

The SGMP will be developed to allow for the proper assessment and disposal of soil and groundwater, as to be in accordance with applicable laws and regulations, and to help prevent costly downtime during grading or pipeline installation. The SGMP will follow and address the project CEQA mitigation requirements identified for the project. The three components of the plan, CHSP, soil management plan and groundwater management plan, are described further in the following sections of this scope of work.

It should be noted that it may be appropriate to get regulatory approval of this plan, such as through a Voluntary Assistance Program (VAP) case through the San Diego County Department of Environmental Health, especially in the event that removal of significantly

¹ Ninyo & Moore, 2009. Environmental Soil and Groundwater Sampling, Agua Hedionda Lift Station and Force Main, Carlsbad, California. August.

impacted soil occurs prior to the grading.

Community Health and Safety Plan

During removal of impacted soil a CHSP will be required. The CHSP will be prepared in accordance with Section 4, IV of the San Diego County Department of Environmental Health Site Assessment and Mitigation (SAM) Manual. The plan will include a site description and maps, hazard analysis, potential monitoring equipment, control measures, emergency planning, and a public notification program. It should be noted that a Site Specific Health and Safety Plan (SSHP) will not be developed as part of this scope of work. A SSHP should be developed by the contractor who is performing the work, so that it meets their specific company requirements and be representative of potential project personnel. The requirement of the SSHP will be presented in the final SGMP and should be relayed to future contractors.

Soil Management

The soil management plan will be based on the assumption that the locations planned for soil reuse or disposal will be identified by the Contractor and agreed to by the Owner prior to excavation. The soil management plan will focus on three areas:

- Further assessment of impacts (i.e. additional soil borings and analytical testing);
- Details and regulations for removal of soil and confirmation sampling if testing indicates that "hot spots" are present that need to go to a landfill; and
- A discussion of disposal options for remaining soil (if "hot spot" excavation is performed). These options will be presented, but will ultimately have to be based on the results of the additional testing;

The disposal options that include potential soil re-use will include identification of associated laws and regulations, and have a general summary of associated requirements. The regulations are stringent and based on use of the soil in areas of industrial use or beneath roads or other non-residential features, so a suitable location for the placement of this soil will be identified and presented in the SGMP.

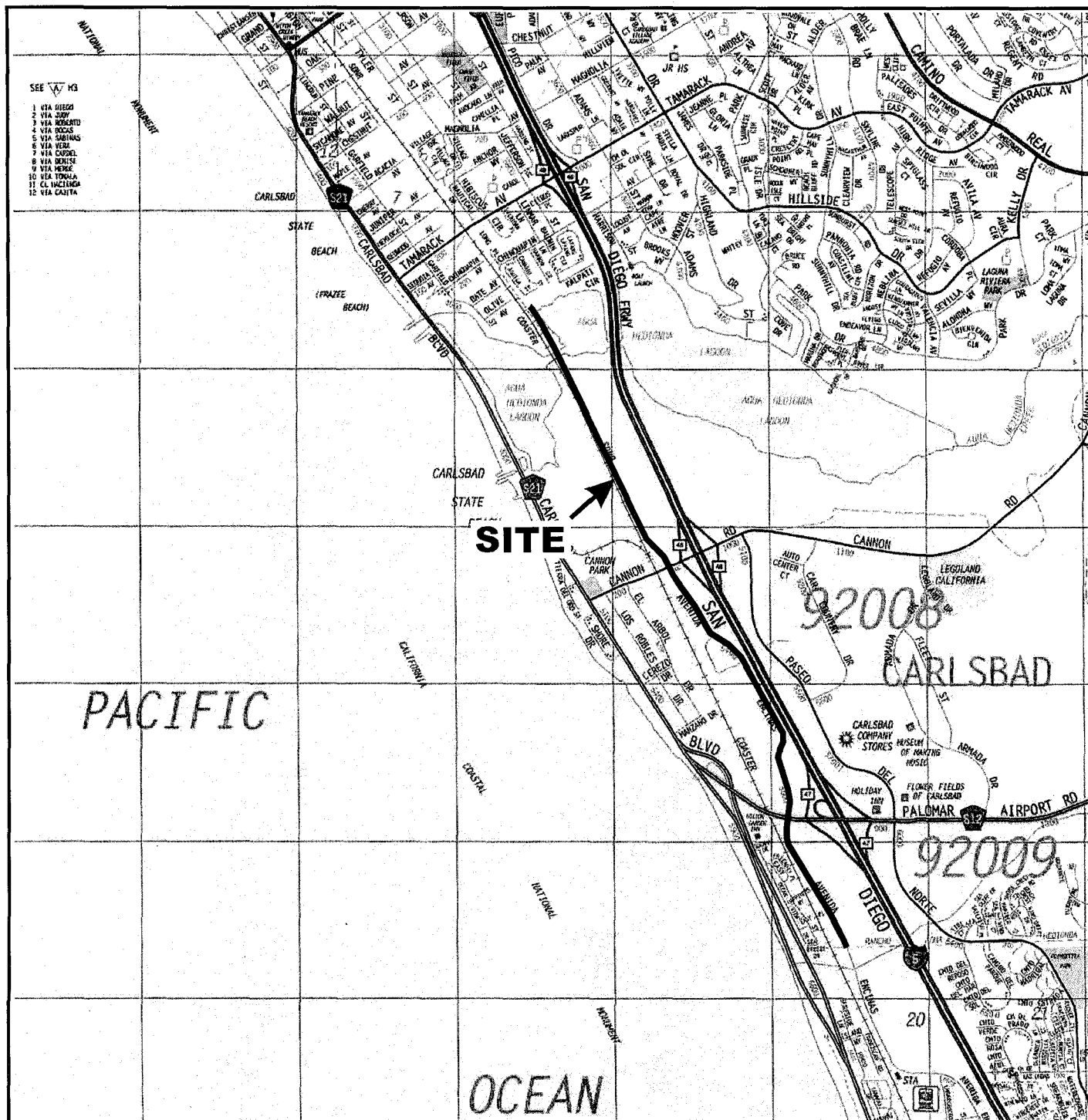
Groundwater Management

The SGMP will be prepared in accordance with the County of San Diego Department of Environmental Health's Site Assessment and Mitigation Manual, RWQCB guidelines, and the standard of care of the industry. For uncontaminated groundwater encountered during construction dewatering, groundwater will be tested and discharged to the local sewer system for treatment per Encina's existing NPDES permit requirements. To address disposal options for potentially contaminated groundwater, the SGMP will identify the governing regulations, testing requirements and disposal options based on the results of additional testing to be completed by the Contractor and needed for disposal of contaminated groundwater encountered during construction dewatering.

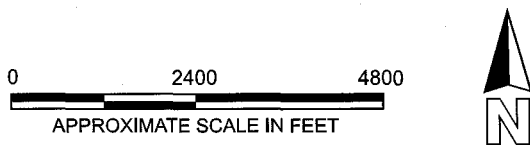
Results of the preliminary groundwater sampling completed by Ninyo and Moore indicate potential containments in the soil and/or groundwater observed at the following project

locations:

- A. At the lift station site
- B. At Avenida Encinas road just south of Palomar Airport road
- C. At Avenida Encinas road just south of Cannon road
- D. At Avenida Encinas road 400-500 feet north of Palomar Airport road



REFERENCE: 2005 THOMAS GUIDE FOR SAN DIEGO COUNTY, STREET GUIDE AND DIRECTORY.



NOTE: ALL DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE.

Ninyo & Moore

SITE LOCATION MAP

FIGURE

PROJECT NO.

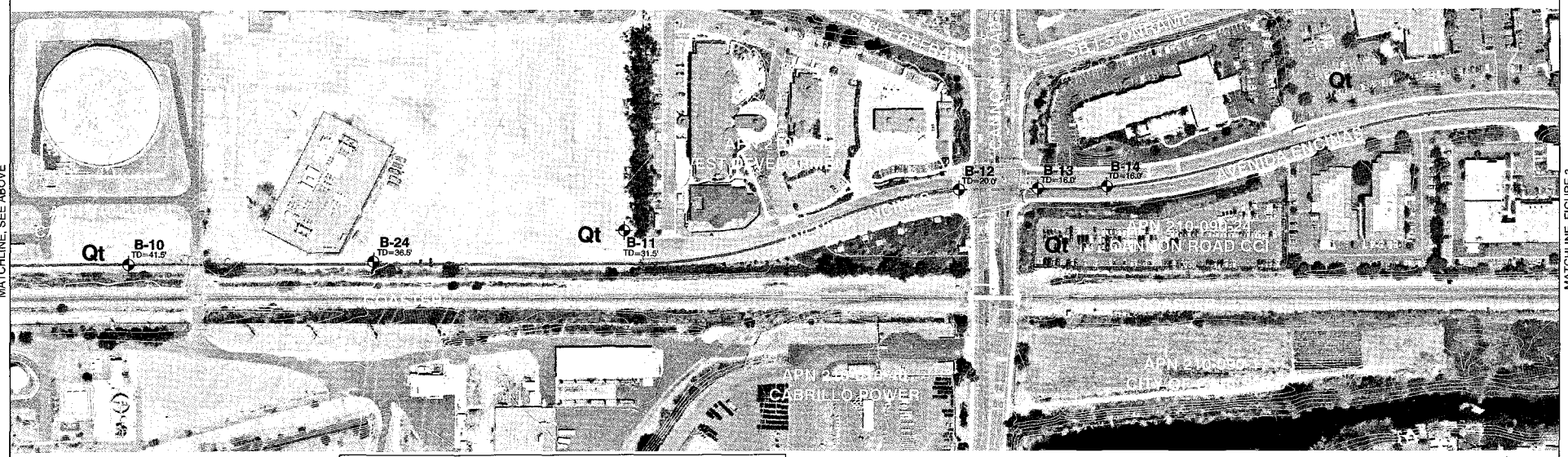
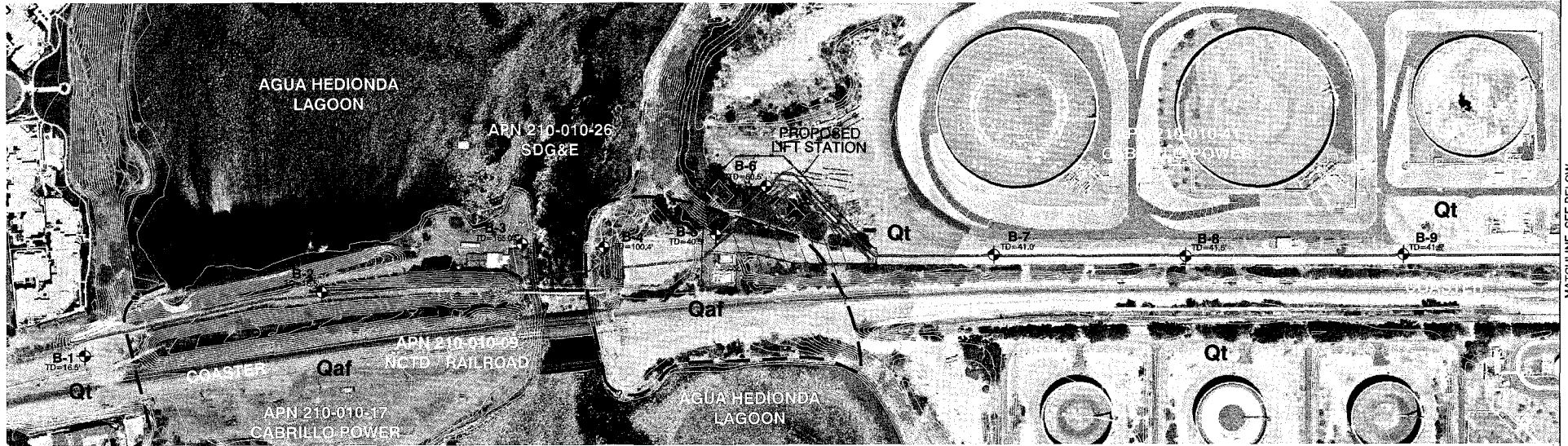
DATE

AGUA HEDIONDA LIFT STATION AND FORCE MAIN
CARLSBAD, CALIFORNIA

106044002

8/09

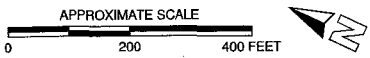
1



MATCHLINE, SEE ABOVE

MATCHLINE, SEE BELOW

MATCHLINE, FIGURE 3

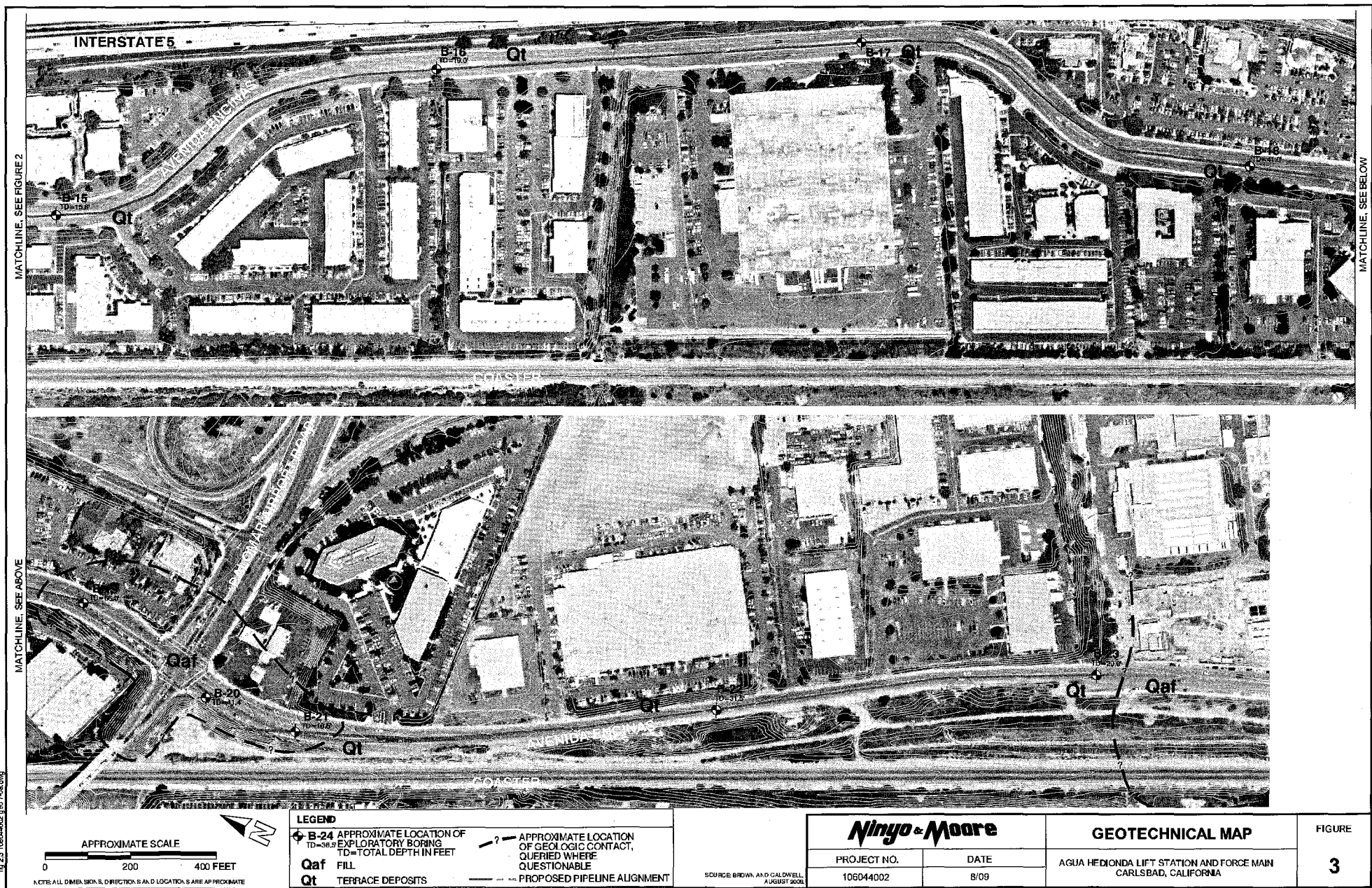


NOTE: ALL DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE

LEGEND	
B-24	APPROXIMATE LOCATION OF EXPLORATORY BORING
TD=36.5	TD=TOTAL DEPTH IN FEET
Qaf	FILL
Qt	TERRACE DEPOSITS
	PROPOSED PIPELINE ALIGNMENT
	APPROXIMATE LOCATION OF GEOLOGIC CONTACT, QUERIED WHERE QUESTIONABLE

SOURCE: BROWN AND CALDWELL, AUGUST 2008.

Ninyo & Moore		GEOTECHNICAL MAP	FIGURE
PROJECT NO.	DATE	AGUA HEDIONDA LIFT STATION AND FORCE MAIN CARLSBAD, CALIFORNIA	2
106044002	8/09		



Boswell, Nicholas

From: Andy Karydes [akarydes@sdeinc.com]
Sent: Thursday, July 28, 2011 3:24 PM
To: Boswell, Nicholas
Subject: AHLS topo limits
Attachments: Limits.kmz

Nick,

See attached.

Andrew Karydes
SDE, Inc.



Google

©2010

©2010 Google
©2010 Europa Technologies

Image Date: 8/23/2010 1991

23°05'40'36"N 117°20'09'16"W elev 0m

Elev All 2826 ft

**CITY OF CARLSBAD – AGENDA BILL**

AD# 20,889	AWARD OF CONTRACT FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AT EL FUERTE STREET AND LOKER AVENUE, PROJECT NO. 6324-1	DEPT. DIRECTOR	<i>CH</i>
MTG. 5/8/12		CITY ATTORNEY	<i>RC</i>
DEPT. TRAN		CITY MANAGER	<i>W</i>

RECOMMENDED ACTION:

Adopt Resolution No. 2012-103 accepting bids and awarding the contract for the construction of the traffic signal at El Fuerte Street and Loker Avenue, Project No. 6324-1.

ITEM EXPLANATION:

On February 14, 2012, the City Council approved the plans and specifications for the traffic signal at El Fuerte Street and Loker Avenue and directed the City Clerk to advertise for construction bids. On April 4, 2012, the following eight (8) sealed bids were received for the construction of this project as shown on the following table.

CONTRACTOR	TOTAL AMOUNT OF BID
HMS Construction, Inc.	\$159,963
Sutherlin Construction, Inc.	\$169,327
Republic ITS, Inc.	\$193,500
Select Electric, Inc.	\$197,552
JFL Electric, Inc.	\$201,600
Lekos Electric, Inc.	\$205,000
DBX, Inc.	\$210,017
Flatiron Electrical Group, Inc.	\$216,653

On April 9, 2012, HMS Construction, Inc. sent written notification that their bid contained a clerical error which resulted in an inaccurate bid and requested relief from their submitted bid in accordance with California Public Contract Code Section 5103. As awarding authority, the City Council must make the determination of the error to grant relief from the bid. All bid documents submitted by the second lowest bidder, Sutherlin Construction, Inc. have been reviewed by staff and were found to be in order. Staff recommends awarding the construction contract to Sutherlin Construction, Inc. in the amount of \$169,327.

ENVIRONMENTAL IMPACT:

The project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to CEQA Categorical Exemption Section 15301(C) "Existing Facilities," – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety). No environmental review is required for the project.

DEPARTMENT CONTACT: John Kim, (760) 602-2757, john.kim@carlsbadca.gov

FOR CITY CLERKS USE ONLY.

COUNCIL ACTION:	APPROVED <input type="checkbox"/>	CONTINUED TO DATE SPECIFIC <input type="checkbox"/>
	DENIED <input type="checkbox"/>	CONTINUED TO DATE UNKNOWN <input type="checkbox"/>
	CONTINUED <input type="checkbox"/>	RETURNED TO STAFF <input type="checkbox"/>
	WITHDRAWN <input type="checkbox"/>	OTHER – SEE MINUTES <input type="checkbox"/>
	AMENDED <input type="checkbox"/>	

FISCAL IMPACT:

Sufficient funds are available in the Traffic Signal at El Fuerte Street and Loker Avenue to cover the construction costs of the project. A total of \$210,000 in Gas Tax funds were appropriated in the 2011/12 Capital Improvement Program. A summary of the project funding is outlined below.

Traffic Signal at El Fuerte Street & Loker Avenue, Project No. 6324-1

TASK DESCRIPTION	CURRENT APPROPRIATION	CURRENT YEAR EXPENDITURES/ ENCUMBRANCES	REMAINING BALANCES
Design	\$8,000	\$5,866	\$2,134
Construction, Inspection	\$202,000	\$344	\$201,656
TOTAL	\$210,000	\$6,210	\$203,790

The engineer's estimate for construction was \$150,000. The estimated construction costs associated with this project are summarized in the following table.

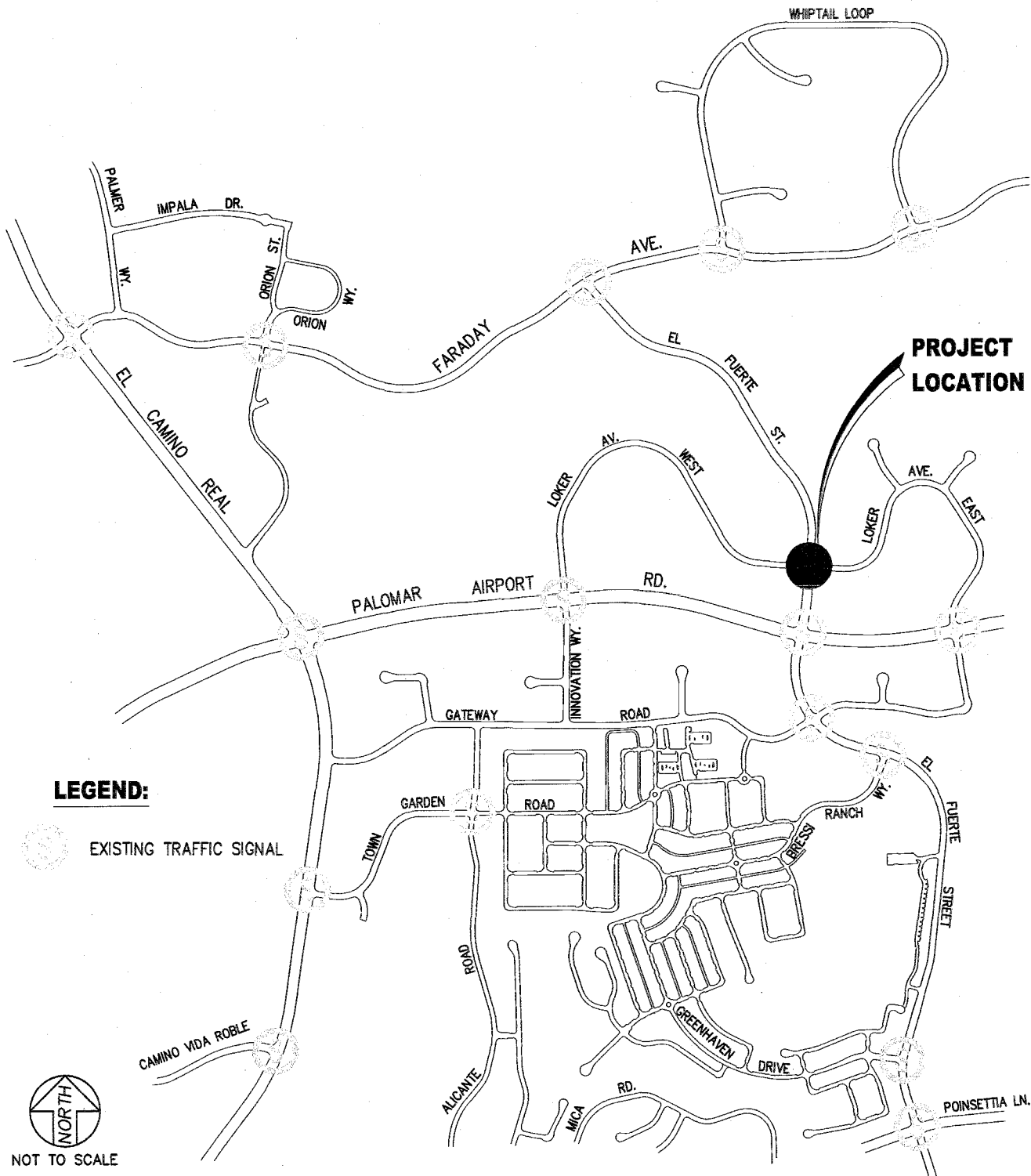
Construction Contract	\$169,327
Construction Contingency (10%)	\$16,933
Project Administration, Testing & Inspection (10%)	\$16,933
TOTAL ESTIMATE PROJECT COST	\$203,193
TOTAL AMOUNT AVAILABLE FOR THIS PROJECT	\$203,790

Staff recommends that the contract for the construction of the traffic signal at El Fuerte Street and Loker Avenue be awarded to Sutherlin Construction, Inc. for the amount of \$169,327.

EXHIBITS:

1. Location Map.
2. Resolution No. 2012-103 accepting bids and awarding a contract for the construction of the traffic signal at El Fuerte Street and Loker Avenue, Project No. 6324-1.
3. Request by HMS Construction, Inc., to be relieved from its submitted bid due to clerical error, dated 04/09/12 in accordance with California Public Contract Code Section 5103.

LOCATION MAP



PROPOSED TRAFFIC SIGNAL AT EL FUERTE STREET AND LOKER AVENUE

EXHIBIT

1

EXHIBIT 9

RESOLUTION NO. 2012-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, ACCEPTING BIDS AND AWARDING A CONTRACT FOR THE CONSTRUCTION OF THE TRAFFIC SIGNAL AT EL FUERTE STREET AND LOKER AVENUE, PROJECT NO. 6324-1.

WHEREAS, the City Council of the City of Carlsbad, California, has determined it necessary, desirable, and in the public interest to construct a traffic signal at the intersection of El Fuerte Street and Loker Avenue; and

WHEREAS, eight (8) sealed bids were received on April 4, 2012 by the City of Carlsbad for the construction of said project; and

WHEREAS, the lowest responsive and responsible bid to construct said project was submitted by HMS Construction, Inc., in the amount of \$159,963; and

WHEREAS, on April 9, 2012, HMS Construction, Inc., sent a written request to be relieved of their submitted bid due to a clerical error, in accordance with California Public Contract Code Section 5103; and

WHEREAS, the City of Carlsbad was made aware that a mistake had been made; and

WHEREAS, the bidder, HMS Construction, Inc., gave the City of Carlsbad written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred; and

WHEREAS, the mistake made the bid materially different than the bidder, HMS Construction Inc., intended it to be; and

WHEREAS, the mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications; and

WHEREAS, the second lowest responsive and responsible bid to construct said project was submitted by Sutherlin Construction, Inc., in the amount of \$169,327; and

WHEREAS, there are sufficient Gas Tax funds available to complete the project; and

///

///

1 WHEREAS, subsection 3.28.040(C)(6) of the Carlsbad Municipal Code authorizes the
2 City Manager to approve change orders in the amount equal to the contingency set at the time of
3 project award.

4 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad,
5 California, as follows:

6 1. That the above recitations are true and correct.

7 2. That City Council determines that HMS Construction, Inc. be relieved of their bid
8 due to a clerical error, in accordance with California Public Contract Code Section 5103.

9 3. That payment of prevailing wages will not be required as part of the construction
10 contract per City of Carlsbad Municipal Code Section 3.28.130.

11 4. That the second lowest bid of \$169,327 submitted by Sutherlin Construction, Inc.,
12 is accepted and the Mayor is hereby authorized to execute a contract for the construction of the
13 traffic signal at El Fuerte Street and Loker Avenue.

14 5. That the City Manager is hereby authorized to approve construction change
15 orders up to \$16,933.

16 6. That the award of this contract is contingent upon the bidder submitting the
17 lowest responsible bid executing the required contract and submitting the required bonds and
18 insurance policies, as described in the contract, within twenty (20) days of adoption of this
19 resolution. The City Manager may grant reasonable extensions of time.

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PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the
City of Carlsbad on the _____ day of _____, 2012,
by the following vote, to wit:

AYES:
NOES:
ABSENT:

MATT HALL, Mayor

ATTEST:

LORRAINE M. WOOD, City Clerk
(SEAL)

EXHIBIT 3

H

M

S

CONSTRUCTION, INC.
ELECTRICAL AND GENERAL ENGINEERING CONTRACTORCA A-B-C10 765590
AZ A-L11 1663191047 La Mirada Court Vista, CA 92081
Phone 760 727-9808 Fax 760 727-9806

RECEIVED

APR 04 2012

UTILITIES
DEPARTMENT**CONTRACTOR'S SHOP DRAWING/SUBMITTAL TRANSMITTAL FORM**

Date: 4/9/2012

Project Name:

City of Carlsbad Traffic Signal at El Fuerte Street and Loker Avenue

To: City of Carlsbad

1635 Faraday Avenue
Carlsbad CA 92008-7314

C.I.P. No.:

Contractor:

HMS Construction, Inc.

Attn: Clerks Office

Contract No.:

6324-1

From: Jeff Sumner

Submittal No.:

6324-1 01

Subject: Bid Error

Specification Section

THIS IS an original submittal

6324-1-01

Submittal Prepared By Jeff Sumner

Resubmittal

Phone (760) 214-5369

of Submittal No.

DRAWING NO.	DESCRIPTION	DATE	NO. OF COPIES	TYPE
	Submittals	4/9/2012	1	Hand Delivered

We verify that the material or equipment contained in this submittal meets all the requirements specified or shown, except for the following deviations.

Notes:

Please see attached request to have a Bid withdrawn.

Thanks,

Jeff Sumner

By: _____
Contractor's SignatureForwarded By: _____
Construction Manager's Signature

Date: _____

NO EXCEPTIONS TAKEN G MAKE CORRECTIONS NOTED G REJECTED/RESUBMIT G
REMARKS:By: _____
Design Consultant's SignatureForwarded By: _____
Construction Manager's Signature

Date: _____



CONSTRUCTION, Inc.
ELECTRICAL AND GENERAL ENGINEERING CONTRACTORS
A Veteran Owned Business Enterprise

City of Carlsbad
San Diego County
California

Dear Sir or Madam,

Pursuant to Section 5103 of the California Contracting Code please accept this written notice to relieve HMS Construction Inc. from the Bid submitted to the City of Carlsbad due to a clerical error on the computation portion of the bid process. On April 4, 2012, **TRAFFIC SIGNAL AT EL FUERTE STREET AND LOKER AVENUE – CONTRACT NO. 6324-1, BID NO. PWS12-29TRAN.**

Please see attachment “A” highlighted cell left vacant.

Per Section 5103;

“The bidder shall establish to the satisfaction.....”

A) A mistake was made.

HMS Construction Inc. made a mistake in the computation (adding the cost of) regarding the Video detection. The dollar value of the equipment was not carried through the spreadsheet as shown in attachment “A”.

This mistake was discovered in review of the bid after the bid opening.

B) He or She gave the public entity written notice within five (5) working day, excluding Saturday, Sunday, and state holidays, after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred.

As previously purported, the unfortunate keystroke was not entered into the spreadsheet under quantity omitting the required dollar value and required tax for the video detection quote.

C) *The mistake made the bid materially different than he or she intended it to be.*

By not entering the quantity as required the value of the material as well as the material itself are not accounted for in the overall scope of the project. It was the intent of HMS to provide the video detection as required by the plans and specifications.

D) *The mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans and specifications.*

As the total at the bottom of the work sheet indicates the bid quantity in dollars as a whole, as indicated previously, the missing dollar value and material were not represented in the final tally of the project.

In summation it was not and is never the intent of HMS Construction to provide an incorrect bid, however in this instance the margin of error is too large to absorb. The HMS bid of \$159,953.00 should have been \$189,146.00 a difference of \$29,193. HMS regrets the mistake and any inconvenience this may have caused. This is the first time anything of this nature has occurred and with further diligence on our part the last.

Regards,



**Mark High
Vice President
HMS Construction Inc.**

ATTACHMENT 'A'**QUOTE**

USE

27403 Ynez Rd, Suite 201
 Temecula, CA 92591
 951.691.1385 - Voice
 951.308.4541 - Fax
 951-553-1479 - Cell

QUOTE NO. 03292012883
 DATE March 30, 2012

EXPIRATION DATE 6/4/2012

TO Estimator

City of Carlsbad - Project PWS12-29Tran
 Loker & El Fuerte

SALESPERSON	PROJECT	PAYMENT TERMS	BID DATE
Bill Brown - billb@ct-west.com	See Note Above	Net 30	4/4/12

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Note 2 - Video Detection System - Traficon	\$ 19,800.00	\$ 19,800.00
	Includes: Cameras, Mounts, 500 ft of cable, cabinet equipment		
	as required and On-Site Turn On Support		
1.00	Note 3 - Type III BF Service Enclosure - Tesco	\$ 2,000.00	\$ 2,000.00
****	Per Adam Lemberg with the City of Carlsbad - Traffic Engineering		
	Department - Traficon is an approved Equal on the Video		
	Detection System		
Note:	Delivery is 30 -45 days after approved submittals		
Note:	Sales Tax is NOT included		
Note:	Freight is included		

SUBTOTAL	\$ 21,800.00
SALES TAX	
TOTAL	\$ 21,800.00

Quotation prepared by: Bill Brown

This is a quotation on the goods named, subject to CT West standard terms and conditions.

To accept this quotation, sign here and return: _____

+ TAX

THANK YOU FOR YOUR BUSINESS!

ATTACHMENT "A"

File Name: CARLSBAD /LOKER T
 JOB NAME: **CARLSBAD 6324-1**
 BID DATE: **APRIL 4-12**

MATERIAL UPDATE: FEB 22-12
 DATE: APRIL 3-12

	5IN 122.60 C	TAX	LIST QUANTITY	PRICE	PER	TAXABLE EXTENSION	NON-TAX EXTENSION	LABOR UNIT	PER	EXTENSION
PVC CONDUIT 1"		TAX		30	100	0	0	1	100	0
PVC CONDUIT 1 1/2"		TAX		58	100	0	0	1	100	0
PVC CONDUIT 2"		TAX	100	50	100	50	0	1	100	1
PVC CONDUIT 2 1/2"		TAX		150	100	0	0	2	100	0
PVC CONDUIT 3"		TAX	1480	100	100	1480	0	1.5	100	22.2
PVC CONDUIT 4"		TAX		130	100	0	0	2	100	0
PVC 90 ELBOWS 1"		TAX		8	1	0	0	0.2	1	0
PVC 90 ELBOWS 1 1/2"		TAX		12	1	0	0	0.25	1	0
PVC 90 ELBOWS 2"		TAX	14	20	1	280	0	0.25	1	3.5
PVC 90 ELBOWS 2 1/2"		TAX		15	1	0	0	0.25	1	0
PVC 90 ELBOWS 3"		TAX	36	18	1	648	0	0.5	1	18
PVC 90 ELBOWS 4"		TAX		20	1	0	0	0.5	1	0
PVC BELL ENDS 1",2"3" & 4"		TAX	50	20	1	1000	0	0.05	1	2.5
CONDUIT RGS STEEL 1"		TAX		160	100	0	0	2	100	0
CONDUIT RGS STEEL 1 1/2"		TAX		300	100	0	0	2	100	0
CONDUIT RGS STEEL 2"		TAX		320	100	0	0	2.5	100	0
CONDUIT RGS STEEL 2 1/2"		TAX		560	100	0	0	2.5	100	0
CONDUIT RGS STEEL 3"		TAX		700	100	0	0	3	100	0
CONDUIT RGS STEEL 4"		TAX		900	100	0	0	3	100	0
CONDUIT RGS ELBOW 1"		TAX		7	1	0	0	0.5	1	0
CONDUIT RGS ELBOW 1 1/2"		TAX		15	1	0	0	0.5	1	0
CONDUIT RGS ELBOW 2"		TAX		18	1	0	0	0.75	1	0
SPLIT BOLT COUPLINGS 3"		TAX		80	1	0	0	0.05	1	0
CONDUIT RGS ELBOW 3"		TAX		32	1	0	0	0.75	1	0
CONDUIT RGS ELBOW 4"		TAX		55	1	0	0	0.75	1	0
TYPE A PULL BOX		TAX		150	1	0	0	1	1	0
PULL BOX # 3		TAX		29	1	0	0	0.25	1	0
PULL BOX # 3 1/2		TAX		40	1	0	0	0.25	1	0
PULL BOX # 5		TAX	13	70	1	910	0	0.25	1	3.25
PULL BOX # 6		TAX	1	90	1	90	0	0.25	1	0.25
PULL BOX # 5 T w/ galv cover		TAX		550	1	0	0	1.5	1	0
EARTH SAW # OF DAYS				400	1	0	0	28	1	0
EARTH SAW PREP/POTHOLE			90	35	1	0	3150	0.5	1	45
SLURRY 2 SACK		TAX		150	1	0	0	0.5	1	0
CONCRETE 5 SACK		TAX		175	1	0	0	0.5	1	0
TRENCH # OF DAYS			12	185	1	0	2220	4	1	48

JACK PITS		50	1	0	0	2	1	0	
JACK PIPE # OF DAYS	2.83	1800	1	0	5094	0	1	0	
DUMP TRUCK # OF DAYS	5	340	1	0	1700	4	1	20	
SAND VIA C/C TRUCK		49	1	0	0		1	0	
LARGE POLE BASE	TAX	4	1150	1	4600	0	2	1	8
MED. POLE BASE	TAX		650	1	0	0	1.75	1	0
SMALL POLE BASE	TAX	4	350	1	1400	0	1.5	1	6
CONTROLLER BASE	TAX	1	300	1	300	0	2.3	1	2.3
SERVICE BASE	TAX	1	150	1	150	0	1.5	1	1.5
FUEL COST # DAYS	20	100	1	0	2000			1	0
PED. BARRICADE		75	1	0	0	1	1	1	0
PED. POST		75	1	0	0	1	1	1	0
EQUIPMENT \$200 MIN.	1	200	1	0	200	2	1	1	2
GRESHAMS SAWCUTTING		40	1	0	0			1	0
LOOPS TYPE "E" 6FT CIRC	4	145	1	0	580	1.6	1	1	6.4
LOOPS TYPE "A" 6 X 6		255	1	0	0			1	0
LOOPS TYPE "D" 6 X 6		255	1	0	0			1	0
LOOPS TYPE "Q" 6 X 6		270	1	0	0			1	0
LOOPS 6 X 30		285	1	0	0			1	0
BIKE LOOPS		110	1	0	0			1	0
PREFORMED LOOPS	TAX		415	1	0	0	2	1	0
FREEWAY LOOPS		505	1	0	0	2	1	1	0
CABLE - 12 CONDUCTOR	TAX	1000	1300	1000	1300	0	3	1000	3
CABLE - 3 CONDUCTOR	TAX	1000	500	1000	500	0	3	1000	3
WIRE # 14	TAX		150	1000	0	0	2	1000	0
WIRE # 12	TAX		190	1000	0	0	2.5	1000	0
WIRE # 10	TAX		300	1000	0	0	3	1000	0
WIRE # 8	TAX	800	500	1000	400	0	3	1000	2.4
WIRE # 6	TAX	90	700	1000	63	0	3	1000	0.27
DLC "3" "C"/ VIDEO CABLE	TAX	1000	600	1000	600	0	3.5	1000	3.5
EVPE	TAX	1000	500	1000	500	0	3	1000	3
MULTI-CONDUCTOR 6PR #20	TAX	700	600	1000	420	0	3	1000	2.1
MULTI-CONDUCTOR 6PR#22	TAX		600	1000	0	0	3	1000	0
MULTI-CONDUCTOR 12PR #22	TAX		1000	1000	0	0	9	1000	0
SPLICE AT EA. BOX & POLE	4	20	1	0	80	0.75	1	1	3
SET POLES 4 HR MIN \$400	1	1000	1	0	1000	8	1	1	8
LARGE POLE (MAKE UP)	4	20	1	0	80	1.75	1	1	7
SMALL POLE 1A & TYPE 15	4	15	1	0	60	1.5	1	1	6
SET CONTROLLER/ make up	1	35	1	0	35	1.5	1	1	1.5
SET SERVICE/ make up	1	27	1	0	27	2	1	1	2
R.S.DEMO (ST/LT ADJUST SIGNS)	1	625	1	0	625	6	1	1	6

R.L. (REMOVE & RELOCATE)		32	1	0	0	3	1	0
AC GRIND 150 MV IN 145 PER HR		2	1	0	0	0	1	0
PANELS SIDEWALK BREAKOUT	16	60	1	0	960	0.75	1	12
PANELS SIDEWALK REPLACE	16	90	1	0	1440	1	1	16
TURN ON # OF INTERSECTIONS	1	250	1	0	250	4	1	4
TRAFFIC CONTROL		1	1	0	0	0.025	1	0
GROUND ROD 5/8 X 10	TAX	2	16	1	32	0	1	0.5
POLE CAPS	TAX	8	35	1	280	0	1	4

TOTALS

****TAX**** **NONTAX**
15,003.00 19,501.00

277.17

DIRECT JOB EXPENSE

Sundry

BID RECAP

MATERIALS:

NON-TAXABLE MATERIAL 3%
EQUIPMENT (NOT IN TAKE OFF)
TOTAL TAXABLE MATERIAL
SALES TAX
TOTALS OF MATERIAL

19,501.00
0
15,003.00
9% 1,387.78
35,891.78

35,891.78

QUOTES:

POLE PACKAGE
VIDEO PACKAGE
SUB TOTAL
SALES TAX
TOTAL QUOTES

Vendor Unit Price
CTWEST

21800

9%

Vendor
MCAIN

Unit

1

Taxed Price

77,629.77 MATERIAL
7,500.00 MARKUP

LABOR:

AVERAGE RATE
SUPERVISION
SUB TOTAL
PAYROLL BURDEN
TOTAL LABOR

\$\$Per Hr. Hrs.

\$32.00 278
\$48.00 46

8,896.00
2,208.00
11,104.00
32% 3,553.28
14,657.28

14,657.28

SUB QUOTES:

CONCRETE
A.C. PAVING
STRIPING / STATE WIDE
SURVEY / PRECISION

Unit Price

Qty

0
0
1 6710
1 2475



REQUIRED
VIDEO PACK \$
PER PLAN & SPECS.
* PLEASE SEE QUOTATION.

TOTAL SUB QUOTES

9185

9,185.00
59,734.06

Total Direct Expense

INDIRECT JOB EXPENSE:

Vehicle exp. As % of Labor

Other

SUBTOTAL DIRECT & INDIRECT JOB COST

GEN. & ADMIN. OVERHEAD

7% \$4,181.38

Insurance

6% \$3,584.04

Profit

10% \$5,734.47

TOTAL ESTIMATED COST

\$13,499.90

13,499.90 \$73,233.95

Bond 1584

File Name:

Bid Item #:

Bid Item Unit Qty

per each

159,947.72 LS



CITY OF CARLSBAD AGENDA BILL

7

AB#	20,890	APPROPRIATION OF FUNDING FOR PROFESSIONAL SERVICES AGREEMENT WITH URBAN PLACE CONSULTING GROUP	DEPT. DIRECTOR
MTG.	5-8-12		CITY ATTORNEY
DEPT.	MGR		CITY MANAGER

RECOMMENDED ACTION:

Adopt City Council Resolution No. 2012-104 to **APPROVE** a change in funding appropriation for the previously approved professional services agreement with Urban Place Consulting Group to implement the Village Revitalization Partnership Program, and authorizing the Finance Director to disburse said funds to Urban Place as directed by the City Manager.

ITEM EXPLANATION:

At its meeting on February 28, 2012, the City Council, acting as the Successor Agency for the Carlsbad Redevelopment Agency, approved the contract with Urban Place Consulting Group (Urban Place) as the partner to work with local property owners, businesses and/or other stakeholders in the Village Area to develop programs, policies, financing mechanisms and/or other initiatives to spur local investment and foot traffic on a self-sustaining basis for the Village Area, and appropriated tax increment to fund said project based on previous approvals by the Carlsbad Redevelopment Agency. Staff has determined that the project is no longer eligible for tax increment funding and a new source of funding must be appropriated for this project by the City Council.

The monthly administrative expenses for Urban Place are estimated at \$16,000, for an annual cost of \$192,000 per year. In addition to monthly consultant expenses, there will be costs to implement programs/projects, which are estimated at \$50,000 per year. The approved professional services agreement includes a maximum, do not exceed, annual budget for said services of \$242,000, or a total of \$726,000 for three (3) years. The initial agreement is for one year only, but may be extended for two additional one year periods based on an annual performance review of progress. Each year a determination will be made as to whether or not to continue the contract or terminate it.

The costs for the Village Revitalization Partnership contract were initially anticipated in the approved Enforceable Obligations Payment Schedule for the Carlsbad Redevelopment Agency, and staff understood that the project could be completed with tax increment funding. However,

DEPARTMENT CONTACT: John Coates 760-434-2821 john.coates@carlsbadca.gov

FOR CITY CLERKS USE ONLY.

COUNCIL ACTION:	APPROVED	<input type="checkbox"/>	CONTINUED TO DATE SPECIFIC	<input type="checkbox"/>
	DENIED	<input type="checkbox"/>	CONTINUED TO DATE UNKNOWN	<input type="checkbox"/>
	CONTINUED	<input type="checkbox"/>	RETURNED TO STAFF	<input type="checkbox"/>
	WITHDRAWN	<input type="checkbox"/>	OTHER – SEE MINUTES	<input type="checkbox"/>
	AMENDED	<input type="checkbox"/>		

upon further review and discussions with staff from the State of California's Department of Finance and the San Diego County's Auditor-Controller Office, staff has determined that this agreement will not be an eligible expense under the tax increment expenditure program as a result of dissolution of the Carlsbad Redevelopment Agency as of February 1, 2012. Staff indicated previously that it would return to the City Council at a later date if it was subsequently determined that the tax increment funding would not be available for said project. As a result of the project ineligibility determination for tax increment funding, an alternate/replacement funding source now needs to be approved by the City Council.

FISCAL IMPACT:

As noted above, the approved professional services agreement with Urban Place includes maximum annual compensation of \$242,000. The agreement has a term of one year which was initiated on April 1, 2012 and will continue until March 31, 2013. The agreement allows for two additional one-year extensions at \$242,000 per year, for a not to exceed amount of \$726,000 for the entire three years. A decision will be made following an annual performance review of progress as to whether or not the city will renew the agreement for an additional one year period. To ensure appropriate funding for the first year of this agreement, staff is recommending at this time that the City Council approve an appropriation in fiscal year 2011-12 of \$242,000 from the city's General Fund balance. This appropriation will provide funding for the general staffing and other administrative costs of Urban Place (approximately \$16,000 per month) and allow for the \$50,000 in program funding. Fiscal year 2012-13 funding will be appropriated with the annual city budget.

ENVIRONMENTAL IMPACT:

The noted action is not a "project" within the meaning of the California Environmental Quality Act (CEQA) since there is no potential to cause either direct physical change in the environment or a reasonably foreseeable indirect change in the physical environment under Public Resources section 21065.

EXHIBITS

1. City Council Resolution No. 2012-104 appropriating non-tax increment funding for payments associated with the professional services agreement with Urban Place Consulting Group, and authorizing the Finance Director to disburse said funds as approved by the City Manager.
2. Professional Services Agreement with Urban Place Consulting Group, including detailed Scope of Work.

RESOLUTION NO. 2012-104A RESOLUTION OF THE CITY COUNCIL APPROPRIATING ALTERNATE
FUNDING FOR THE CITY OF CARLSBAD AGREEMENT WITH URBAN PLACE
CONSULTING FOR THE VILLAGE REVITALIZATION PARTNERSHIP PROGRAM

WHEREAS, the City Council of the City of Carlsbad, acting as the Successor Agency for the Carlsbad Redevelopment Agency, originally desired to proceed with implementation of the Village Revitalization Partnership and approve a professional services agreement with Urban Place Consulting Group to complete said project; and

WHEREAS, funding for said project was initially recorded in the Carlsbad Redevelopment Agency's Enforceable Obligations Payment Schedule prior to dissolution of said Agency and therefore tax increment funding was originally determined to be available, and approved by the Successor Agency, to fund said contract; and

WHEREAS, a subsequent determination has been made that the subject agreement is no longer eligible for tax increment funding through the Successor Agency for the Carlsbad Redevelopment Agency, and an alternate form of funding must approved by the City Council of the City of Carlsbad.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows that:

1. The above recitations are true and correct.
2. That the professional services agreement with Urban Place Consulting Group for implementation of the Village Revitalization Partnership Program has been previously approved by the City Council.
3. That the City Manager has executed the professional services agreement with Urban Place Consulting Group for said Village Revitalization Partnership Program, and is hereby authorized to administer said agreement.
4. That the Finance Director is hereby authorized to appropriate funding of \$242,000 from the city's General Fund balance in fiscal year 2011-12 and to disburse said funds to Urban Place Consulting Group as set forth within the professional services agreement and as authorized by the City Manager for the period from April 1, 2012 to March 31, 2013.

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PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the
City of Carlsbad, on the _____ day of _____, 2012, by the following vote to wit:

AYES:

NOES:

ABSENT:

MATT HALL, Mayor

ATTEST:

LORRAINE M. WOOD, City Clerk

(SEAL)

**AGREEMENT FOR VILLAGE REVITALIZATION PARTNERSHIP SERVICES
WITH URBAN PLACE CONSULTING GROUP, INC.**

THIS AGREEMENT is made and entered into as of the 14th day of March, 2012, by and between the Successor Agency to the Carlsbad Redevelopment Agency, a municipal corporation, ("City"), and Urban Place Consulting Group, Inc., ("Contractor").

RECITALS

A. City requires the professional services of a management consultant that is experienced in developing programs, policies, financing mechanisms and other initiatives that spur local investment on a self-sustaining basis in downtown areas.

B. Contractor has the necessary experience in providing professional services in these areas.

C. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of one year from the date first above written. The City Manager may amend the Agreement to extend it for two additional one year periods or parts thereof in an amount not to exceed two hundred forty-two thousand dollars (\$242,000) per Agreement year. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

5. COMPENSATION

The total fee payable for the Services to be performed during the initial Agreement term will be two hundred forty-two thousand dollars (\$242,000). No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement.

Incremental payments, if applicable, should be made as outlined in attached Exhibit "B".

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:-VII". **OR** with a surplus line insurer on the State of California's List of Eligible Surplus Line Insurers (LESLI) with a rating in the latest Best's Key Rating Guide of at least "A:X".

10.1 Coverages and Limits.

Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense.

10.1.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

10.1.2 Reserved.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

City's Initials

Contractor's Initials

☐

If box is checked, Professional Liability Insurance requirement is waived.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase

replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

For City

Name _____

Title _____

Department _____

City of Carlsbad

Address _____

Phone No. _____

For Contractor

Name Steve Gibson

Title President/CEO

Address 5318 E. Second Street, Suite 336

Long Beach, CA 90803

Phone No. 562.439.6571

Email steve@urbanplaceconsulting.com

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all four categories.

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee

payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 et seq., the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement or any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

[Signature]

(sign here)

Stephen A. Gibson President/secretary
(print name/title)

By:

[Signature]

City Manager

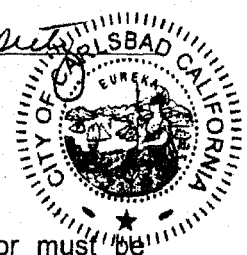
ATTEST:

By:

[Signature]
LORRAINE M. WOOD
City Clerk

(sign here)

(print name/title)



If required by City, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups.

Group A

Chairman,
President, or
Vice-President

Group B

Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

RONALD R. BALL, City Attorney

BY:

[Signature]

Assistant City Attorney

3/6/12

See Attached
Notary Certificate
2/28/12



CITY OF CARLSBAD - AGENDA BILL

AB#	20,891	REPORT ON CITY INVESTMENTS	DEPT. HEAD
MTG.	5/8/12	AS OF MARCH 31, 2012	CITY ATTY.
DEPT.	TRS		CITY MGR.

RECOMMENDED ACTION:

Accept and file report.

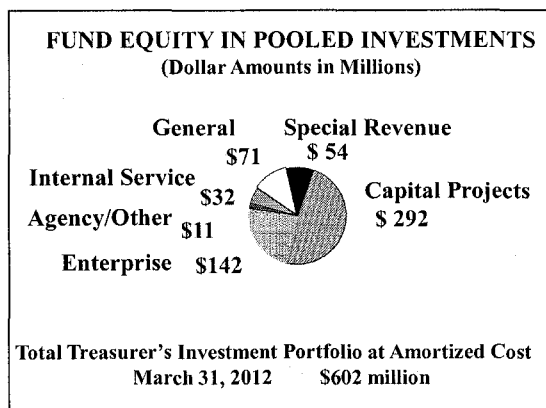
ITEM EXPLANATION:

The City's Investment Policy requires the City Treasurer to report to the City Council on a monthly basis the status of the City's pooled investment portfolio. A quarterly report is also required for the investments of bond proceeds held separately. The City's pooled investment portfolio as of the month ended March 31, 2012 is summarized below.

Pooled Investment Portfolio (Cash and Securities)		
	Current Month	Prior Month
Par Value	598,343,545	597,722,065
Cost of Investments	605,416,793	604,618,320
Amortized Cost (1)	601,904,487	601,261,275
Market Value (2)	606,044,656	605,808,099

- (1) The cost of investments adjusted for amortized premiums and discounts.
- (2) The amount at which the investments could be sold. Source of market values is Union Bank of California's custodial report as of 03/31/12.

The equity portion of the various funds in the total portfolio is summarized in the graph below. Fund balances are restricted for various purposes. See Exhibit 8 for a more detailed breakdown.



FOR CITY CLERKS USE ONLY.

COUNCIL ACTION:	APPROVED	<input type="checkbox"/>	CONTINUED TO DATE SPECIFIC	<input type="checkbox"/>
	DENIED	<input type="checkbox"/>	CONTINUED TO DATE UNKNOWN	<input type="checkbox"/>
	CONTINUED	<input type="checkbox"/>	RETURNED TO STAFF	<input type="checkbox"/>
	WITHDRAWN	<input type="checkbox"/>	OTHER – SEE MINUTES	<input type="checkbox"/>
	AMENDED	<input type="checkbox"/>		

DEPARTMENT CONTACT: Nancy Sullivan (760) 602-2473 Nancy.Sullivan@carlsbadca.gov

Pooled Investment Interest Income			
	Current Month FYTD	Prior Month FYTD	Current Month Income
Cash Income Fiscal Year-to-Date *	9,347,197	8,514,157	833,040

*The cash income received is adjusted for any accrued interest purchased.

Pooled Investment Performance/Measurement			
	Average Life (Years)	Average Yield To Maturity	Modified Duration
January 2012	2.03	1.57%	1.951
February 2012	2.26	1.60%	2.171
March 2012	2.19	1.58%	2.107

All pooled investments have been made in accordance with the City's Investment Policy adopted January 2, 1985 and last revised June 21, 2011. All investments were initially made in accordance with the City's Investment Policy. Events subsequent to the purchase might have resulted in some investments not being in compliance with the current policy. These events are typically a change in the City's Investment Policy, a change in the credit rating subsequent to a purchase, or a temporary reduction in total portfolio assets. See Exhibit 9 for details.

The pooled investment portfolio has the ability to meet the City's cash flow demands for the next six (6) months.

Investment Portfolio for Bond Proceeds		
	Current Quarter	Prior Quarter
Par Value	17,705,458	17,651,093
Cost	17,705,458	17,651,093

EXHIBITS FOR POOLED INVESTMENTS:

1. Investment Portfolio Breakdown By Amortized Cost, Market Value, Cash Income, and Average Yield
2. Investment Portfolio Breakdown Of Maturities
3. Yield Comparison Graph
4. Market Yield Curve
5. Cumulative Cash Income Graph
6. Third Quarter Transactions

2

7. Detailed Investment Report
8. Fund Equity in Pooled Investments
9. Corporate Note and Commercial Paper Ratings
10. Percentage Weightings By Corporate Note Issuer

EXHIBIT FOR INVESTMENTS OF BOND PROCEEDS HELD SEPARATELY:

11. Detailed Investment Report – Quarterly Report

EXHIBIT FOR SUMMARY OF OUTSTANDING HOUSING LOANS:

12. Detail Of Outstanding Housing Loans – Quarterly Report

**CITY OF CARLSBAD INVESTMENT PORTFOLIO
AS OF MARCH 31, 2012**

BREAKDOWN BY AMORTIZED COST, MARKET VALUE, CASH INCOME, AND AVERAGE YIELD BY CLASS

<u>Class</u>	<u>AMORTIZED COST</u>		<u>MARKET VALUE</u>		<u>Cash Income Year to Date</u>	<u>AVERAGE YIELD</u>	
	<u>Current Month</u>	<u>Prior Month</u>	<u>Current Month</u>	<u>Prior Month</u>		<u>Current Month</u>	<u>Prior Month</u>
CD	5,710,391	5,710,381	5,733,558	5,724,227	21,205	0.99	0.99
FN	21,012,649	20,982,482	21,105,441	21,100,473	0	1.58	1.58
CP	0	0	0	0	0	0.00	0.00
TR	2,018,672	2,019,761	2,082,030	2,087,660	126,875	2.44	2.44
FA	303,013,107	309,211,726	305,667,244	312,123,422	6,342,968	1.80	1.81
CN	146,916,122	142,499,861	148,222,838	143,935,251	2,530,558	2.16	2.18
LAIF	118,026,000	117,760,421	118,026,000	117,760,421	324,649	0.39	0.39
CUSTODY	111,597	16,385	111,597	16,385	15	0.00	0.00
SWEEP	4,583,733	2,218,900	4,583,733	2,218,900	927	0.02	0.02
BANK ACCT	512,215	841,359	512,215	841,359	0	0.02	0.02
TOTALS	\$601,904,487	\$601,261,275	\$606,044,656	\$605,808,099	9,347,197	1.58%	1.60%

CD - Certificate of Deposit
FN - Federal Discount Notes
CP - Corporate Paper

TR - US Treasury
FA - Federal Agency
CN - Corporate Notes

LAIF - Local Agency Investment Fund
Custody - Investment Cash account
SWEEP - General Fund Overnight Cash account
Bank Account - General Fund Cash account

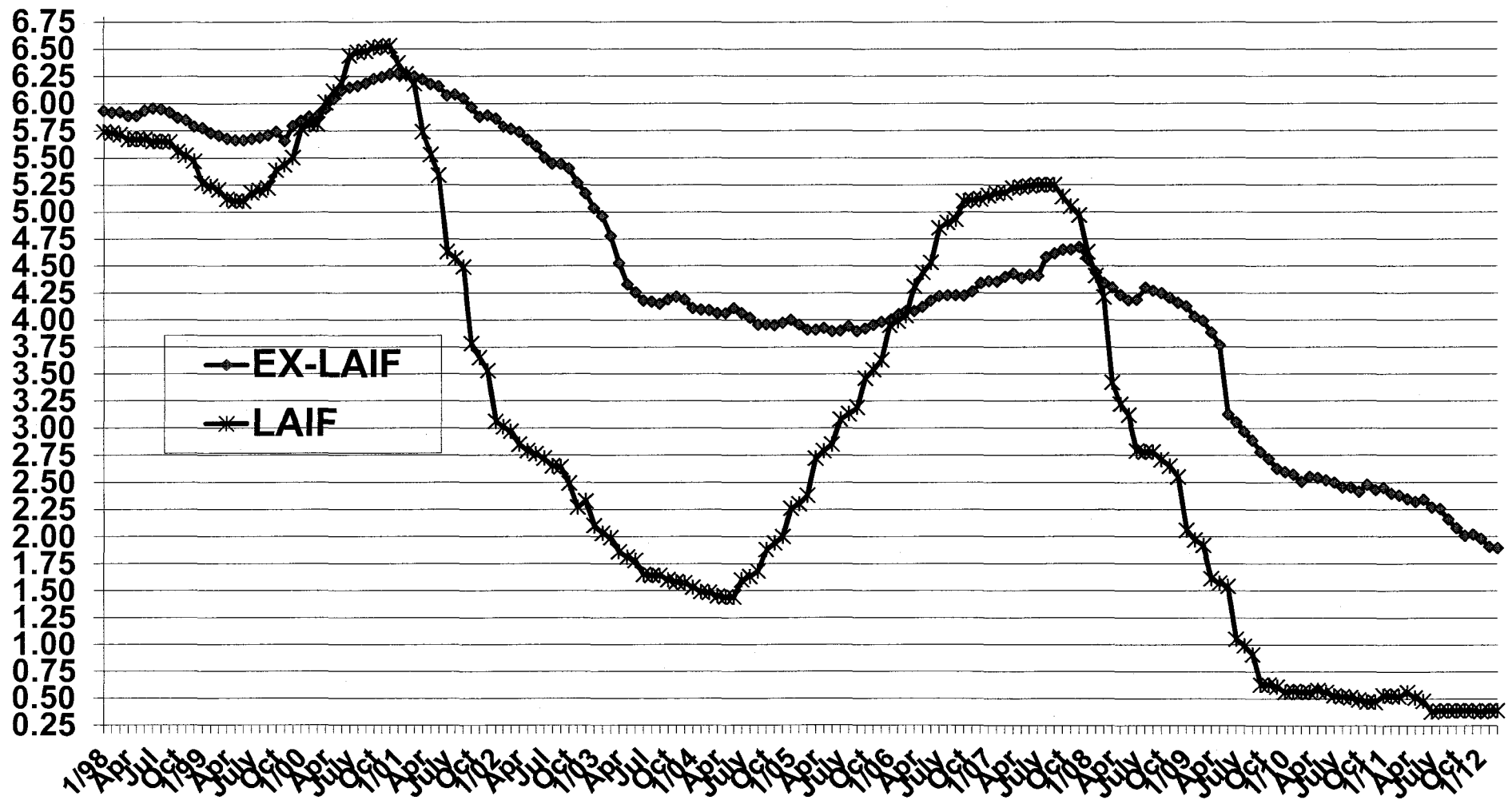
BREAKDOWN OF MATURITIES BY CLASSIFICATION AND LENGTH OF TIME

Total within One Year	\$227,633,712 (1)
	37.6%

EXHIBIT 2

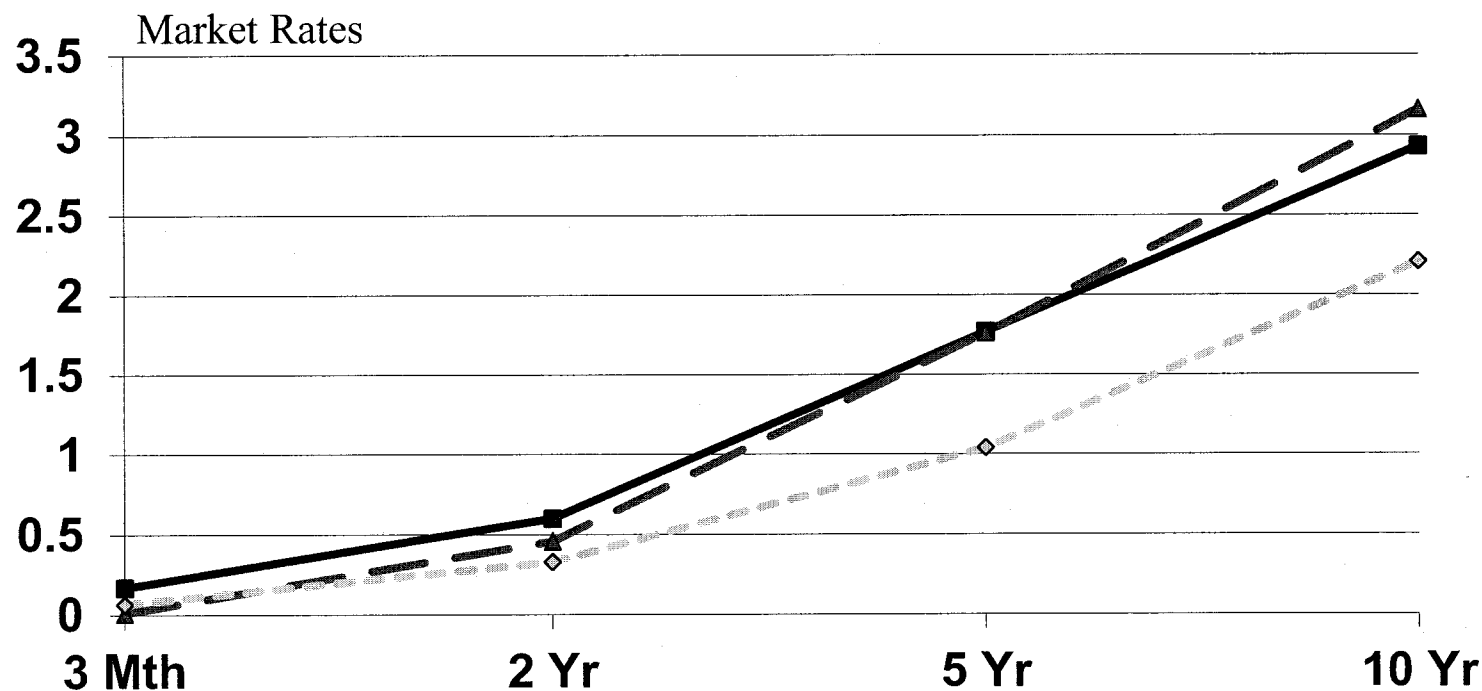
YIELD COMPARISON

PORTFOLIO EX-LAIF VS. LAIF
JULY 1998 – MARCH 2012



MARKET YIELD CURVE

6/30/10, 6/30/11, 3/31/12

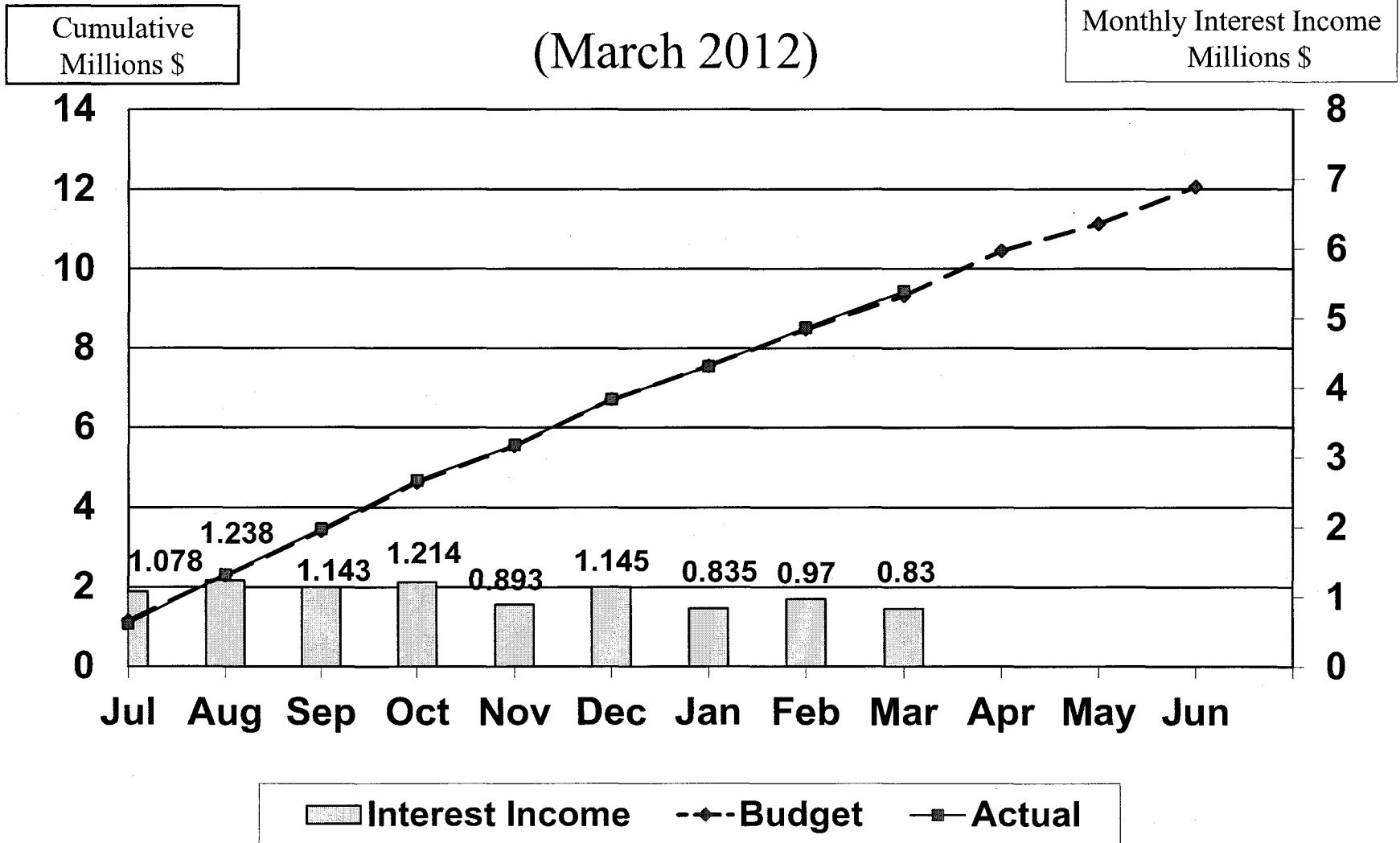


	3 Mth	2 Yr	5 Yr	10 Yr
—■— 06/30/2010	.17	.60	1.77	2.93
-▲- 06/30/2011	.01	.46	1.76	3.16
-◇- 03/31/2012	.07	.33	1.04	2.21

Cumulative Cash Income

FY11-12

(March 2012)



City of Carlsbad

TRANSACTIONS FOR PERIOD:

01/01/12 TO 03/31/12 3RD QUARTER 2011-2012

Trans Date	Investment Date	Type	Security	Call Date	Par Value	Coupon	Amount (Cost)	Return Rate	Interest	Investment Return
BUYS										
JANUARY										
01/06/2012	01/11/2012	CD	SALLIE MAE BANK	N/A	248,000.00	1.350%	248,000.00	1.350%	9,869.73	257,869.73
01/06/2012	01/11/2012	CD	BARCLAYS BANK DELAWARE	N/A	248,000.00	1.250%	248,000.00	1.250%	9,308.49	257,308.49
01/11/2012	01/17/2012	CN	NEW YORK LIFE	N/A	5,000,000.00	1.300%	5,021,951.16	1.150%	172,146.06	5,194,097.22
01/18/2012	01/23/2012	CD	LCA BANK CORPORATION	N/A	248,000.00	0.850%	248,000.00	0.850%	7,375.11	255,375.11
01/19/2012	01/23/2012	FA	FHLB	N/A	5,000,000.00	0.520%	5,000,000.00	0.520%	78,000.00	5,078,000.00
01/18/2012	01/25/2012	CD	NATIONAL REPUBLIC BANK	N/A	249,000.00	1.000%	249,000.00	1.000%	9,966.87	258,966.87
01/20/2012	01/25/2012	CN	MET LIFE GLOBAL	N/A	5,000,000.00	3.125%	5,189,924.57	2.120%	428,999.04	5,618,923.61
01/24/2012	01/25/2012	FA	FNMA	12/14/2012	5,000,000.00	1.650%	5,030,800.00	1.519%	372,304.17	5,403,104.17
01/18/2012	01/30/2012	FA	FNMA	01/30/2013	5,000,000.00	1.300%	5,000,000.00	1.300%	325,000.00	5,325,000.00
01/25/2012	01/31/2012	CN	BERKSHIRE HATHAWAY	N/A	5,000,000.00	1.900%	5,047,739.83	1.700%	427,260.17	5,475,000.00
01/26/2012	01/31/2012	CN	HSBC BANK USA	N/A	5,000,000.00	2.5% FLOAT	5,000,000.00	1.748%	425,000.00	5,425,000.00
FEBRUARY										
01/26/2012	02/01/2012	CN	GENERAL ELECTRIC	N/A	5,000,000.00	1.375% FLOAT	5,000,000.00	1.375%	206,059.03	5,206,059.03
01/24/2012	02/06/2012	FA	FNMA	02/06/2013	5,000,000.00	0.75% STEP	5,000,000.00	1.682%	425,000.00	5,425,000.00
02/01/2012	02/08/2012	CN	GENERAL ELECTRIC	N/A	5,000,000.00	1.55% FLOAT	5,000,000.00	1.390%	227,500.00	5,227,500.00
02/07/2012	02/10/2012	CD	CARDINAL BANK MCLEAN VA	N/A	249,000.00	0.900%	249,000.00	0.900%	8,970.06	257,970.06
02/07/2012	02/10/2012	CN	PROCTER & GAMBLE	N/A	2,844,000.00	1.800%	2,965,410.36	0.650%	71,270.64	3,036,681.00
02/06/2012	02/16/2012	CN	WESTPAC BANKING CORP	N/A	5,000,000.00	2.300%	5,000,000.00	2.300%	574,680.56	5,574,680.56
02/14/2012	02/17/2012	CN	SHELL INTERNATIONAL FIN	N/A	5,000,000.00	3.100%	5,384,350.00	0.780%	137,052.78	5,521,402.78
02/14/2012	02/21/2012	FA	FNMA	02/21/2013	5,000,000.00	1.100%	4,985,000.00	1.162%	290,000.00	5,275,000.00
02/16/2012	02/22/2012	FA	FFCB	02/22/2013	5,000,000.00	0.850%	5,000,000.00	0.850%	170,000.00	5,170,000.00
02/16/2012	02/23/2012	FA	FHLB	N/A	5,000,000.00	0.550%	5,000,000.00	0.550%	88,763.89	5,088,763.89
02/16/2012	02/24/2012	FA	FHLMC	02/24/2014	3,000,000.00	0.850%	2,995,500.00	0.890%	106,500.00	3,102,000.00
02/14/2012	02/28/2012	CD	MERCHANTILE BK OF MICHIGA	N/A	248,000.00	1.150%	247,380.00	1.200%	14,895.62	262,275.62
MARCH										
02/23/2012	03/08/2017	FA	FNMA	03/18/2013	5,000,000.00	1.375%	5,000,000.00	1.375%	343,750.00	5,343,750.00
03/13/2012	03/13/2017	FA	FNMA	03/13/2014	3,950,000.00	1.150%	3,942,100.00	1.191%	235,025.00	4,177,125.00
03/09/2012	01/11/2016	CN	MET LIFE GLOBAL	N/A	3,000,000.00	3.125%	3,169,646.15	1.600%	190,249.68	3,359,895.83
03/05/2012	01/31/2017	CN	BERKSHIRE HATHAWAY	N/A	2,850,000.00	1.900%	2,914,809.00	1.418%	200,676.42	3,115,485.42
03/01/2012	02/08/2016	FA	FNMA	02/18/2013	3,000,000.00	0.5% STEP	2,999,700.00	1.317%	156,841.67	3,156,541.67
TOTAL THIRD QUARTER 2011-2012					100,134,000.00		101,136,311.07	1.310%	5,712,464.99	106,848,776.06

MATURITIES

JANUARY	06/29/2009	FA	FFCB	N/A	4,000,000.00	2.000%	4,036,800.00	1.630%	167,200.00	4,204,000.00
FEBRUARY	03/20/2007	CN	GENERAL ELECTRIC	N/A	5,956,000.00	5.875%	6,187,688.40	4.970%	1,483,867.09	7,671,555.49
	10/11/2007	CN	GENERAL ELECTRIC	N/A	3,000,000.00	5.875%	3,089,347.40	5.100%	676,360.93	3,765,708.33
	11/15/2007	CN	GENERAL ELECTRIC	N/A	2,000,000.00	5.875%	2,089,414.35	4.700%	409,960.65	2,499,375.00
MARCH	03/05/2012	CN	BARCLAYS	N/A	1,575,000.00	2.700%	1,590,861.34	2.330%	104,626.16	1,695,487.50
TOTAL THIRD QUARTER 2011-2012					16,531,000.00		16,994,111.49	3.920%	2,842,014.83	19,836,126.32

City of Carlsbad

TRANSACTIONS FOR PERIOD:

01/01/12 TO 03/31/12 3RD QUARTER 2011-2012

Trans Date	Investment Date	Type	Security	Call Date	Par Value	Coupon	Amount (Cost)	Return Rate	Interest	Investment Return
CALLS										
JANUARY										
	03/29/2011	FA	FFCB	01/05/2012	2,000,000.00	2.100%	2,000,000.00	2.100%	158,200.00	2,158,200.00
	07/27/2011	FA	FNMA	01/05/2012	2,000,000.00	2.000%	1,999,800.00	2.002%	197,755.56	2,197,555.56
	07/11/2011	FA	FNMA	01/11/2012	2,000,000.00	1.75% STEP	2,000,000.00	2.138%	215,000.00	2,215,000.00
	08/18/2011	FA	FFCB	01/11/2012	2,000,000.00	1.370%	2,000,000.00	1.370%	116,450.00	2,116,450.00
	07/18/2011	FA	FNMA	01/18/2012	2,000,000.00	2.100%	1,991,000.00	2.196%	219,000.00	2,210,000.00
	08/25/2011	FA	FFCB	01/20/2012	3,000,000.00	1.370%	3,000,000.00	1.370%	185,625.00	3,185,625.00
	08/25/2011	FA	FFCB	01/25/2012	3,000,000.00	0.750%	3,000,000.00	0.750%	67,500.00	3,067,500.00
	08/25/2011	FA	FFCB	01/25/2012	5,000,000.00	0.850%	5,000,000.00	0.850%	138,125.00	5,138,125.00
	10/26/2011	FA	FHLMC	01/26/2012	5,000,000.00	1.600%	5,000,000.00	1.600%	400,000.00	5,400,000.00
	07/27/2011	FA	FNMA	01/27/2012	2,000,000.00	1.700%	2,000,000.00	1.700%	136,000.00	2,136,000.00
	07/27/2011	FA	FNMA	01/27/2012	2,000,000.00	1.550%	2,000,000.00	1.550%	124,000.00	2,124,000.00
	08/04/2011	FA	FNMA	01/27/2012	4,000,000.00	2.375%	4,031,120.00	2.209%	442,032.78	4,473,152.78
	08/17/2011	FA	FHLMC	01/27/2012	3,000,000.00	2.115%	3,011,250.00	2.115%	315,833.33	3,327,083.33
	09/16/2011	FA	FHLB	01/30/2012	3,000,000.00	1.510%	2,998,500.00	1.520%	228,000.00	3,226,500.00
FEBRUARY										
	02/02/2011	FA	FFCB	02/02/2012	2,000,000.00	2.000%	2,000,000.00	2.000%	160,000.00	2,160,000.00
	02/14/2011	FA	FNMA	02/14/2012	3,000,000.00	0.750%	3,003,480.00	1.607%	119,520.00	3,123,000.00
	08/24/2011	FA	FHLB	02/24/2012	4,000,000.00	1.550%	4,000,000.00	1.550%	310,000.00	4,310,000.00
MARCH										
	09/15/2011	FA	FNMA	03/15/2012	5,000,000.00	2.000%	5,034,900.00	1.853%	465,100.00	5,500,000.00
	09/16/2011	FA	FNMA	03/16/2012	5,000,000.00	1.450%	5,000,000.00	1.450%	362,500.00	5,362,500.00
	09/20/2011	FA	FHLMC	03/20/2012	3,000,000.00	1% STEP	2,998,500.00	1.839%	279,000.00	3,277,500.00
	09/28/2011	FA	FHLMC	03/28/2012	5,000,000.00	1.35% STEP	5,000,000.00	1.505%	377,500.00	5,377,500.00
							<u>67,068,550.00</u>	<u>1.628%</u>	<u>5,017,141.67</u>	<u>72,085,691.67</u>

**INVESTMENT REPORT
AS OF MARCH 31, 2012**

<u>INVESTMENT DATE</u>	<u>TYPE</u>	<u>SECURITY</u>	<u>PAR VALUE</u>	<u>INVESTED AMOUNT</u>	<u>RETURN RATE</u>	<u>INTEREST</u>	<u>INVESTMENT RETURN</u>	<u>TERM (Days)</u>
05/21/2007	FA	FFCB 4.875% NON-CALL	2,000,000.00	1,987,880.00	5.015%	489,057.50	2,476,937.50	1,788
07/25/2007	FA	TVA 6.790% NON-CALL	2,000,000.00	2,130,980.00	5.235%	524,632.22	2,655,612.22	1,764
10/19/2009	FA	TVA 6.790% NON-CALL	3,000,000.00	3,399,498.48	1.534%	128,989.85	3,528,488.33	947
07/25/2007	FA	FHLB 5.375% NON-CALL	1,000,000.00	1,005,040.00	5.255%	256,692.64	1,261,732.64	1,780
07/25/2007	FA	FHLB 5.375% NON-CALL	1,000,000.00	1,005,254.43	5.250%	256,478.21	1,261,732.64	1,780
07/15/2008	FA	FHLB 4.375% NON-CALL	3,000,000.00	3,050,958.11	3.900%	460,552.31	3,511,510.42	1,424
05/20/2010	FA	FHLB 1.375% NON-CALL	5,000,000.00	5,036,422.30	1.015%	104,515.20	5,140,937.50	750
10/20/2009	FA	FFCB 2.125% NON-CALL	3,000,000.00	3,049,023.21	1.496%	120,622.62	3,169,645.83	972
11/25/2009	FA	FFCB 5.45% NON-CALL	2,000,000.00	2,210,347.28	1.280%	70,024.94	2,280,372.22	939
01/20/2010	FA	FHLMC 5.125% NON-CALL	1,000,000.00	1,092,760.00	1.320%	34,653.19	1,127,413.19	907
08/05/2008	FA	FFCB 3.950% NON-CALL	2,000,000.00	2,002,900.00	3.910%	310,466.67	2,313,366.67	1,448
03/24/2010	FA	FHLB 1.25% NON-CALL	2,000,000.00	2,000,352.89	1.243%	58,188.78	2,058,541.67	856
06/04/2010	FA	FHLMC 1.125% NON-CALL	5,000,000.00	5,004,198.09	1.085%	116,583.16	5,120,781.25	784
12/24/2009	FA	FNMA 5.00% NON-CALL	1,037,000.00	1,127,519.73	1.567%	44,578.33	1,172,098.06	952
01/25/2010	FA	FAMCA 2.1% NON-CALL	1,000,000.00	1,015,908.69	1.460%	37,466.31	1,053,375.00	928
01/20/2010	FA	FNMA 1.75% NON-CALL	1,000,000.00	1,009,004.81	1.390%	35,717.41	1,044,722.22	933
03/16/2010	FA	FNMA 1.75% NON-CALL	3,000,000.00	3,034,050.00	1.268%	91,950.00	3,126,000.00	878
01/29/2009	FA	FHLB 4.625% NON-CALL	2,000,000.00	2,150,960.00	2.391%	176,901.11	2,327,861.11	1,294
12/24/2009	FA	FHLB 4.625% NON-CALL	1,000,000.00	1,078,810.00	1.567%	43,367.08	1,122,177.08	965
06/04/2010	FA	FHLB 2.4% NON-CALL	1,000,000.00	1,027,049.96	1.150%	25,683.37	1,052,733.33	803
06/04/2010	FA	FHLB 1.1 % NON-CALL	4,000,000.00	4,000,013.10	1.100%	98,253.57	4,098,266.67	816
05/05/2008	FA	FHLB 5.00% NON-CALL	1,175,000.00	1,238,814.19	3.640%	192,237.89	1,431,052.08	1,593
08/22/2008	FA	FHLB 4.5% NON-CALL	1,000,000.00	1,022,730.00	3.889%	160,020.00	1,182,750.00	1,484
06/04/2010	FA	FHLB 2.00% NON-CALL	5,000,000.00	5,091,850.00	1.180%	135,927.78	5,227,777.78	833
03/08/2010	FA	FHLMC 2.125% NON-CALL	3,000,000.00	3,058,800.00	1.336%	102,877.08	3,161,677.08	928
10/01/2009	FA	FFCB 1.80% NON-CALL	1,000,000.00	1,003,470.00	1.680%	50,180.00	1,053,650.00	1,089
11/25/2009	FA	FFCB 1.80% NON-CALL	3,000,000.00	3,032,750.01	1.405%	120,099.99	3,152,850.00	1,034
05/11/2009	FA	FHLMC 3.875% NON-CALL	1,000,000.00	1,063,510.00	1.928%	67,701.81	1,131,211.81	1,238
12/10/2007	FA	FFCB 4.5% NON-CALL	2,000,000.00	2,034,780.00	4.100%	401,970.00	2,436,750.00	1,773
06/04/2010	FA	FHLB 1.375% NON-CALL	3,000,000.00	3,012,394.24	1.200%	86,720.34	3,099,114.58	878
06/03/2008	FA	FNMA 6.41% NON-CALL	1,807,000.00	1,990,388.82	3.890%	331,405.40	2,321,794.22	1,624
07/01/2010	FA	FHLMC 4.125% NON-CALL	3,000,000.00	3,233,040.00	0.939%	72,897.50	3,305,937.50	904
01/14/2008	FA	FHLB 4.25% CALL 10/14/08	3,000,000.00	3,000,000.00	4.250%	637,500.00	3,637,500.00	1,827

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INVESTMENT DATE	TYPE	SECURITY	PAR VALUE	INVESTED AMOUNT	RETURN RATE	INTEREST	INVESTMENT RETURN	TERM (Days)
10/20/2009	FA	FFCB 5.15% NON-CALL	1,000,000.00	1,102,490.00	1.926%	67,316.94	1,169,806.94	1,206
10/07/2010	FA	FFCB 3.4% NON-CALL	1,065,000.00	1,133,986.44	0.600%	15,503.56	1,149,490.00	854
03/10/2008	FA	FHLB 3.50% NON-CALL	3,000,000.00	2,963,940.00	3.765%	560,476.67	3,524,416.67	1,824
10/20/2009	FA	FHLMC 4.25% NON-CALL	500,000.00	536,967.86	2.100%	39,296.03	576,263.89	1,310
10/20/2009	FA	FHLMC 4.0% NON-CALL	500,000.00	532,794.50	2.120%	40,094.39	572,888.89	1,331
11/10/2008	FA	FHLB 5.375% NON-CALL	1,000,000.00	1,065,788.37	3.800%	181,163.02	1,246,951.39	1,677
08/13/2009	FA	FHLB 4.25% NON-CALL	2,000,000.00	2,130,988.03	2.450%	195,081.41	2,326,069.44	1,401
05/25/2010	FA	FFCB 1.375% NON-CALL	2,000,000.00	1,993,760.00	1.479%	91,031.67	2,084,791.67	1,127
12/28/2009	FA	FHLB 1.85% NON-CALL	2,000,000.00	1,987,226.45	2.040%	142,273.55	2,129,500.00	1,278
08/27/2008	FA	FNMA 4.375% NON-CALL	2,000,000.00	2,035,600.00	3.970%	392,177.78	2,427,777.78	1,785
08/19/2009	FA	FFCB 2.7% NON-CALL	1,000,000.00	1,005,669.88	2.550%	102,330.12	1,108,000.00	1,461
11/12/2008	FA	FHLB 4.0% NON-CALL	1,000,000.00	1,007,890.00	3.818%	184,776.67	1,192,666.67	1,759
12/17/2008	FA	FHLB 4.375% NON-CALL	2,000,000.00	2,154,940.00	2.625%	259,712.78	2,414,652.78	1,731
03/24/2010	FA	FHLMC 4.125% NON-CALL	3,000,000.00	3,222,330.00	1.930%	211,826.25	3,434,156.25	1,283
02/23/2010	FA	FFCB 3.875% NON-CALL	1,000,000.00	1,065,180.00	2.000%	75,181.11	1,140,361.11	1,322
10/19/2011	FA	FNMA 1.125% NON-CALL	5,000,000.00	5,061,150.00	0.500%	49,631.25	5,110,781.25	720
04/15/2010	FA	FHLB 2.00% NON-CALL	2,000,000.00	2,000,000.00	2.000%	140,000.00	2,140,000.00	1,279
10/19/2009	FA	FFCB 5.350% NON-CALL	2,000,000.00	2,235,072.36	2.264%	193,522.08	2,428,594.44	1,463
01/20/2009	FA	FHLB 3.125% NON-CALL	2,000,000.00	2,047,941.08	2.600%	258,135.31	2,306,076.39	1,788
02/12/2010	FA	FFCB 3.00% NON-CALL	1,000,000.00	1,028,536.49	2.250%	91,463.51	1,120,000.00	1,461
09/17/2010	FA	FNMA 1.3% CALL 3/17/11	2,000,000.00	2,000,000.00	1.300%	91,000.00	2,091,000.00	1,277
03/24/2010	FA	FHLB 2.5% NON-CALL	3,000,000.00	3,016,423.52	2.363%	300,034.82	3,316,458.34	1,542
10/20/2009	FA	FFCB 4.375% NON-CALL	3,000,000.00	3,234,480.00	2.595%	381,665.83	3,616,145.83	1,714
08/01/2011	FA	FFCB 1.0% CALL 8/1/12 CONT	5,000,000.00	5,000,000.00	1.000%	150,000.00	5,150,000.00	1,096
03/24/2010	FA	FHLB 5.5% NON-CALL	3,000,000.00	3,395,255.41	2.323%	328,452.92	3,723,708.33	1,603
09/08/2010	FA	FNMA 1.50% CALL 3/8/11	2,000,000.00	2,000,000.00	1.500%	120,000.00	2,120,000.00	1,461
03/24/2010	FA	FHLB 5.25% NON-CALL	2,000,000.00	2,231,960.00	2.490%	237,040.00	2,469,000.00	1,633
03/24/2010	FA	FFCB 3.0% NON-CALL	2,000,000.00	2,047,400.80	2.440%	222,265.87	2,269,666.67	1,643
11/07/2011	FA	FNMA .80% CALL 10/24/12	3,000,000.00	3,000,937.50	0.789%	70,195.83	3,071,133.33	1,082
06/29/2011	FA	FHLMC 1.25% CALL 6/29/12	2,000,000.00	2,000,000.00	1.250%	87,500.00	2,087,500.00	1,279
01/23/2012	FA	FHLB .52% NON-CALL	5,000,000.00	5,000,000.00	0.520%	78,000.00	5,078,000.00	1,096
07/20/2011	FA	FNMA 2.0% CALL 4/13/12 ONE TIME	2,000,000.00	2,019,620.00	1.730%	129,602.22	2,149,222.22	1,363
05/10/2011	FA	FHLB 2.0% CALL ONE TIME	2,000,000.00	2,011,380.00	1.850%	146,397.78	2,157,777.78	1,441
06/04/2010	FA	FNMA 2.00% CALL 10/29/12 STEP	2,000,000.00	2,018,771.34	2.780%	277,339.77	2,296,111.11	1,790

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INVESTMENT DATE	TYPE	SECURITY	PAR VALUE	INVESTED AMOUNT	RETURN RATE	INTEREST	INVESTMENT RETURN	TERM (Days)
02/23/2012	FA	FHLB .55% NON-CALL	5,000,000.00	5,000,000.00	0.550%	88,763.89	5,088,763.89	1,177
02/28/2011	FA	FHLB 2.0% CALL 5/29/12 CONT	2,235,000.00	2,235,000.00	2.000%	190,099.17	2,425,099.17	1,551
06/29/2011	FA	FFCB 1.6% CALL CONT	2,000,000.00	2,000,000.00	1.600%	128,000.00	2,128,000.00	1,461
07/27/2011	FA	FFCB 1.550% CALL 7/27/12 CONT	3,500,000.00	3,500,000.00	1.550%	217,000.00	3,717,000.00	1,461
03/30/2011	FA	FHLB 2.0% NON-CALL	2,000,000.00	1,999,000.00	2.012%	174,333.33	2,173,333.33	1,583
04/04/2011	FA	FHLB 2.0% NON-CALL	2,000,000.00	2,000,000.00	2.000%	176,000.00	2,176,000.00	1,607
09/14/2010	FA	FHLB 1.74% CALL 9/14/12	2,000,000.00	2,000,000.00	1.740%	174,000.00	2,174,000.00	1,826
09/21/2010	FA	FNMA 2.0% CALL 3/21/11	2,000,000.00	2,000,000.00	2.000%	200,000.00	2,200,000.00	1,826
10/28/2010	FA	FNMA 1.50% CALL 4/28/11	2,000,000.00	1,999,000.00	1.510%	151,000.00	2,150,000.00	1,826
11/23/2010	FA	FFCB 2.0% CALL 5/23/12 CONT	2,000,000.00	2,000,000.00	2.000%	200,000.00	2,200,000.00	1,826
08/10/2011	FA	FNMA 2.0% CALL 5/23/12	5,000,000.00	5,039,000.00	1.809%	389,611.11	5,428,611.11	1,566
03/01/2012	FA	FNMA .50% QRTLY CALL STEP	3,000,000.00	2,999,700.00	1.317%	156,841.67	3,156,541.67	1,439
02/22/2012	FA	FFCB .85% CALL 2/22/13	5,000,000.00	5,000,000.00	0.850%	170,000.00	5,170,000.00	1,461
02/24/2012	FA	FHLMC .85% ONE CALL 2/24/14	3,000,000.00	2,995,500.00	0.890%	106,500.00	3,102,000.00	1,461
04/08/2011	FA	FHLB 2.7% QRTLY CALLS	2,000,000.00	2,000,000.00	2.700%	270,000.00	2,270,000.00	1,837
04/25/2011	FA	FNMA 2.65% CALL 4/25/12 ONE TIME	2,000,000.00	1,999,000.00	2.661%	266,000.00	2,265,000.00	1,827
04/27/2011	FA	FHLB 2.5% NON-CALL	2,000,000.00	2,000,000.00	2.500%	250,000.00	2,250,000.00	1,827
05/03/2011	FA	FAMCA 2.55% CALL	2,000,000.00	2,000,000.00	2.550%	254,858.33	2,254,858.33	1,826
06/29/2011	FA	FHLMC 2.10% CALL	2,000,000.00	2,000,000.00	2.100%	210,000.00	2,210,000.00	1,827
06/29/2011	FA	FNMA 1.50% CALL STEP	4,000,000.00	4,000,000.00	2.250%	450,000.00	4,450,000.00	1,827
08/15/2011	FA	FFCB 1.75% CALL 8/15/12 CONT	2,000,000.00	2,000,000.00	1.750%	175,000.00	2,175,000.00	1,827
08/22/2011	FA	FFCB 1.5% CALL 8/22/12 CONT	2,000,000.00	2,000,000.00	1.500%	150,000.00	2,150,000.00	1,827
08/29/2011	FA	FHLB 1.0% CALL 8/24/12 QRTLY STEP	3,000,000.00	3,000,000.00	1.735%	262,083.33	3,262,083.33	1,822
09/09/2011	FA	FHLB .625% CALL 3/9/12 QRTLY STEP	5,000,000.00	4,990,000.00	1.988%	503,750.00	5,493,750.00	1,827
09/29/2011	FA	FNMA 1.25% CALL 3/28/12 STEP	5,000,000.00	5,000,000.00	1.445%	362,326.39	5,362,326.39	1,826
10/03/2011	FA	FFCB 1.48% CALL 4/3/12 CONT	5,000,000.00	5,000,000.00	1.480%	370,000.00	5,370,000.00	1,827
10/06/2011	FA	FFCB 1.30% NON-CALL	5,000,000.00	5,000,000.00	1.300%	325,000.00	5,325,000.00	1,827
10/11/2011	FA	FFCB 1.370% CALL 10/11/12 CONT	5,000,000.00	5,000,000.00	1.370%	342,500.00	5,342,500.00	1,827
10/12/2011	FA	FNMA 1.25% CALL 4/12/12 QRTLY	4,000,000.00	3,990,400.00	1.250%	259,600.00	4,250,000.00	1,827
10/19/2011	FA	FHLMC .50% CALL 4/19/12 QRTLY STEP	5,000,000.00	5,000,000.00	1.125%	659,375.00	5,659,375.00	1,827
10/24/2011	FA	FNMA 1.70% CALL 10/24/12 QRTLY	5,000,000.00	5,000,000.00	1.700%	425,000.00	5,425,000.00	1,827
10/26/2011	FA	FNMA 1.125% CALL 10/26/12 QRTLY STEP	5,000,000.00	5,000,000.00	1.810%	462,500.00	5,462,500.00	1,827
10/27/2011	FA	FHLB .50% CALL 4/27/12 QRTLY STEP	5,000,000.00	4,996,250.00	1.870%	472,500.00	5,468,750.00	1,827
11/16/2011	FA	FNMA 1.80% QRTLY CALLS	5,000,000.00	5,000,000.00	1.800%	450,000.00	5,450,000.00	1,827
11/16/2011	FA	FNMA 1.35% QRTLY CALLS	5,000,000.00	4,962,500.00	1.506%	375,000.00	5,337,500.00	1,827

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INVESTMENT			PAR	INVESTED	RETURN		INVESTMENT	TERM
<u>DATE</u>	<u>TYPE</u>	<u>SECURITY</u>	<u>VALUE</u>	<u>AMOUNT</u>	<u>RATE</u>	<u>INTEREST</u>	<u>RETURN</u>	<u>(Days)</u>
11/23/2011	FA	FNMA 1.25% STEP QRTLY CALLS	5,000,000.00	5,000,000.00	1.688%	425,000.00	5,425,000.00	1,827
01/25/2012	FA	FNMA 1.65% QRTLY CALLS	5,000,000.00	5,030,800.00	1.519%	372,304.17	5,403,104.17	1,785
01/30/2012	FA	FNMA 1.30% QRTLY CALL 1/30/13	5,000,000.00	5,000,000.00	1.300%	325,000.00	5,325,000.00	1,827
02/06/2012	FA	FNMA .75% QRTLY CALL 2/6/13 STEP	5,000,000.00	5,000,000.00	1.682%	425,000.00	5,425,000.00	1,827
02/21/2012	FA	FNMA 1.10% QRTLY CALL	5,000,000.00	4,985,000.00	1.162%	290,000.00	5,275,000.00	1,827
03/08/2012	FA	FNMA 1.375% QRTLY CALL	5,000,000.00	5,000,000.00	1.375%	343,750.00	5,343,750.00	1,826
03/13/2012	FA	FNMA 1.150% ONE CALL 3/13/14	3,950,000.00	3,942,100.00	1.191%	235,025.00	4,177,125.00	1,826
SUB-TOTAL			301,769,000.00	306,153,188.37	1.799%	23,989,122.79	330,142,311.16	-
02/18/2009	FN	FICO STRIP 0.00% NON-CALL	1,000,000.00	916,713.56	2.710%	83,286.44	1,000,000.00	1,178
02/25/2009	FN	FICO STRIP 0.00% NON-CALL	2,000,000.00	1,826,280.00	2.850%	173,720.00	2,000,000.00	1,171
03/02/2009	FN	FICO 0.0% NON-CALL	2,000,000.00	1,818,680.00	3.000%	181,320.00	2,000,000.00	1,166
03/02/2009	FN	FICO 0.0% NON-CALL	2,000,000.00	1,793,820.00	3.050%	206,180.00	2,000,000.00	1,314
03/09/2010	FN	FICO 0.0% NON-CALL	2,000,000.00	1,882,080.00	1.850%	117,920.00	2,000,000.00	1,206
10/04/2011	FN	TENNESSEE VALLEY AUTHORITY 0.00% NON-CALL	4,143,000.00	4,099,415.64	0.510%	87,168.72	4,186,584.36	759
01/18/2011	FN	FICO 0.00% NON-CALL	1,076,000.00	1,027,655.32	1.370%	96,689.36	1,124,344.68	1,228
11/24/2010	FN	FNMA 0% NON-CALL	2,000,000.00	1,922,260.00	1.100%	155,480.00	2,077,740.00	1,319
03/09/2011	FN	FNMA .00% NON-CALL	2,657,000.00	2,511,688.67	1.700%	290,622.66	2,802,311.33	1,214
07/25/2011	FN	FNMA 00% NON-CALL	2,500,000.00	2,419,825.00	1.020%	80,175.00	2,500,000.00	1,171
SUB-TOTAL			21,376,000.00	20,218,418.19	1.582%	1,472,562.18	21,690,980.37	1,173
Federal Investments Total			323,145,000.00	326,371,606.56		25,461,684.97	351,833,291.53	1,173
11/10/2008	TR	US TREASURY 3.125%	1,000,000.00	1,031,328.00	2.430%	118,792.86	1,150,120.86	1,755
11/12/2008	TR	US TREASURY 4.0%	1,000,000.00	1,030,781.25	2.452%	121,777.13	1,152,558.38	1,783
SUB-TOTAL			2,000,000.00	2,062,109.25	2.441%	240,569.99	2,302,679.24	1,769
04/21/2009	CN	BERKSHIRE HATHAWAY 4.00% NON-CALL	1,000,000.00	1,022,563.95	3.200%	96,769.38	1,119,333.33	1,090
04/23/2009	CN	BERKSHIRE HATHAWAY 4.00% NON-CALL	2,000,000.00	2,039,340.00	3.300%	198,882.22	2,238,222.22	1,088
04/30/2008	CN	PRINCIPAL LIFE INC 4.5% NON-CALL	1,000,000.00	1,000,000.00	4.500%	178,375.00	1,178,375.00	1,447
08/31/2007	CN	GENERAL ELECTRIC 6.00% NON-CALL	1,000,000.00	1,033,437.31	5.200%	253,896.02	1,287,333.33	1,750
05/30/2008	CN	GENERAL ELECTRIC 6.00% NON-CALL	1,000,000.00	1,052,958.51	4.550%	189,541.49	1,242,500.00	1,477

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02/08/2010	CN	GENERAL ELECTRIC 6.00% NON-CALL	2,000,000.00	2,174,860.00	2.167%	107,473.33	2,282,333.33	858
07/17/2008	CN	PROTECTIVE LIFE 5.050% NON-CALL	3,000,000.00	3,000,000.00	5.050%	605,158.33	3,605,158.33	1,459
08/31/2007	CN	JOHNSON & JOHNSON 5.15% NON-CALL	1,000,000.00	1,017,457.28	4.750%	237,753.83	1,255,211.11	1,811
10/31/2007	CN	GENERAL ELECTRIC 5.250% NON-CALL	2,000,000.00	2,036,663.70	4.830%	484,836.30	2,521,500.00	1,815
11/23/2007	CN	GENERAL ELECTRIC 5.250% NON-CALL	2,000,000.00	2,065,283.50	4.500%	449,799.83	2,515,083.33	1,792
01/30/2008	CN	WELLS FARGO 5.250% NON-CALL	1,000,000.00	1,042,814.41	4.240%	205,539.76	1,248,354.17	1,728
03/18/2011	CN	MET LIFE OF CONNECTICUT 5.01% NON-CALL	2,000,000.00	2,121,360.00	1.561%	58,165.00	2,179,525.00	657
12/28/2010	CN	ROYAL BANK OF CANADA 2.25% NON-CALL	2,000,000.00	2,047,930.00	1.150%	51,695.00	2,099,625.00	808
04/24/2008	CN	MET LIFE GLOBAL FUNDING 5.125% NON-CALL	1,000,000.00	1,003,232.48	5.050%	251,024.46	1,254,256.94	1,812
05/07/2008	CN	MET LIFE GLOBAL FUNDING 5.125% NON-CALL	2,000,000.00	2,019,402.04	4.900%	485,410.46	2,504,812.50	1,799
05/12/2009	CN	WAL-MART 4.250% NON-CALL	1,000,000.00	1,047,829.91	2.950%	118,982.59	1,166,812.50	1,434
05/30/2008	CN	ALLSTATE LIFE 5.375% NON-CALL	2,000,000.00	2,023,559.81	5.100%	504,981.86	2,528,541.67	1,796
05/09/2008	CN	NEW YORK LIFE 4.650% NON-CALL	1,000,000.00	1,006,649.66	4.500%	225,850.34	1,232,500.00	1,826
02/11/2011	CN	NEW YORK LIFE 4.650% NON-CALL	2,000,000.00	2,150,000.00	1.250%	23,766.67	2,173,766.67	818
12/23/2008	CN	BERKSHIRE HATHWWY 4.60% NON-CALL	1,000,000.00	1,023,835.68	4.000%	177,542.10	1,201,377.78	1,604
05/12/2009	CN	3 M 4.375% NON-CALL	2,000,000.00	2,121,417.76	2.850%	251,186.41	2,372,604.17	1,556
07/18/2011	CN	GENERAL ELECTRIC 2.10% NON-CALL	2,000,000.00	2,037,760.00	1.320%	65,956.67	2,103,716.67	904
10/28/2011	CN	METLIFE GLOBAL 2.00% NON-CALL	1,475,000.00	1,490,888.40	1.500%	49,011.60	1,539,900.00	1,078
12/27/2011	CN	MASS MUTUAL GLOB 2.875% NON-CALL	2,500,000.00	2,583,739.37	1.400%	82,771.05	2,666,510.42	846
05/27/2011	CN	WAL-MART 3.20% NON-CALL	2,500,000.00	2,645,275.00	1.200%	92,058.33	2,737,333.33	1,084
05/29/2009	CN	WAL-MART 3.20% NON-CALL	1,000,000.00	1,003,190.00	3.130%	155,565.56	1,158,755.56	1,812
05/20/2010	CN	MICROSOFT 2.95% NON-CALL	2,000,000.00	2,072,820.00	2.005%	164,982.78	2,237,802.78	1,473
10/07/2011	CN	METLIFE GLOBAL 5.125% NON-CALL	1,500,000.00	1,625,547.72	1.900%	80,092.90	1,705,640.62	977
12/23/2011	CN	GENERAL ELECTRIC CAPITAL .696% FLOATING	2,000,000.00	1,914,520.00	2.250%	123,464.31	2,037,984.31	997
10/05/2011	CN	PROVEDENCE HEALTH 5.05% CALL @ MAKEWHOLE	2,000,000.00	2,237,929.50	1.000%	63,948.28	2,301,877.78	1,092
01/17/2012	CN	NEW YORK LIFE 1.30% NON-CALL	5,000,000.00	5,021,951.16	1.150%	172,146.06	5,194,097.22	1,091
02/01/2012	CN	GENERAL ELECTRIC 1.375% FLOATER	5,000,000.00	5,000,000.00	1.375%	206,059.03	5,206,059.03	1,094
09/16/2011	CN	BERKSHIRE HATHAWAY 3.20% NON-CALL	3,000,000.00	3,175,710.00	1.430%	150,956.67	3,326,666.67	1,244
02/17/2012	CN	SHELL INTERNATIONAL FIN 3.1% NON-CALL	5,000,000.00	5,384,350.00	0.780%	137,052.78	5,521,402.78	1,227
10/04/2011	CN	MERCK & CO 4.0% NON-CALL	5,000,000.00	5,498,750.00	1.260%	249,027.78	5,747,777.78	1,365
02/09/2011	CN	MET LIFE GLOBAL FUNDING 2.5% NON-CALL	1,000,000.00	978,478.42	3.000%	137,493.80	1,115,972.22	1,693
05/06/2011	CN	MET LIFE GLOBAL FUNDING 2.5% NON-CALL	1,000,000.00	993,799.11	2.650%	116,131.45	1,109,930.56	1,607
10/06/2011	CN	WAL-MART 1.50% NON-CALL	3,000,000.00	3,049,826.34	1.080%	132,548.66	3,182,375.00	1,480
02/10/2012	CN	PROCTER & GAMBLE 1.80% NON-CALL	2,844,000.00	2,965,410.36	0.650%	71,270.64	3,036,681.00	1,374

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**INVESTMENT REPORT
AS OF MARCH 31, 2012**

INVESTMENT DATE	TYPE	SECURITY	PAR VALUE	INVESTED AMOUNT	RETURN RATE	INTEREST	INVESTMENT RETURN	TERM (Days)
12/15/2010	CN	BARCLAYS BANK 3.10% NON-CALL	2,000,000.00	2,000,000.00	3.100%	310,000.00	2,310,000.00	1,826
12/15/2010	CN	ROYAL BANK OF CANADA 2.625% NON-CALL	2,000,000.00	2,038,220.00	2.220%	225,009.16	2,263,229.16	1,826
10/31/2011	CN	MET LIFE GLOBAL FUNDING 3.125% NON-CALL	1,635,000.00	1,695,247.73	2.200%	15,611.98	1,710,859.71	1,533
12/28/2011	CN	MET LIFE GLOBAL FUNDING 3.125% NON-CALL	2,000,000.00	2,063,239.83	2.300%	189,017.11	2,252,256.94	1,475
01/25/2012	CN	MET LIFE GLOBAL FUNDING 3.125% NON-CALL	5,000,000.00	5,189,924.57	2.120%	428,999.04	5,618,923.61	1,447
03/09/2012	CN	MET LIFE GLOBAL FUNDING 3.125% NON-CALL	3,000,000.00	3,169,646.15	1.600%	190,249.68	3,359,895.83	1,403
02/08/2012	CN	GENERAL ELECTRIC 1.55% NON-CALL FLOATER	5,000,000.00	5,000,000.00	1.390%	227,500.00	5,227,500.00	1,461
05/06/2011	CN	MASS MUTUAL GLOB 3.125% NON-CALL	1,000,000.00	1,024,175.57	3.125%	130,164.71	1,154,340.28	1,805
05/16/2011	CN	GENERAL ELECTRIC 2.95% NON-CALL	2,000,000.00	2,000,912.32	2.940%	292,940.46	2,293,852.78	1,820
06/17/2011	CN	GENERAL ELECTRIC 2.95% NON-CALL	2,000,000.00	2,009,952.38	2.840%	278,819.84	2,288,772.22	1,788
09/12/2011	CN	GENERAL ELECTRIC 2.95% NON-CALL	1,400,000.00	1,427,513.33	2.500%	164,875.84	1,592,389.17	1,701
10/27/2011	CN	PROCTER & GAMBLE 1.45% NON-CALL	5,000,000.00	5,011,536.25	1.400%	336,463.75	5,348,000.00	1,754
10/11/2011	CN	BERKSHIRE HATHAWAY 2.20% NON-CALL	5,000,000.00	5,022,855.25	2.100%	510,033.64	5,532,888.89	1,770
09/22/2011	CN	TOYOTA 2.0% NON-CALL	5,000,000.00	5,023,645.00	1.900%	474,410.56	5,498,055.56	1,820
11/10/2011	CN	NEW YORK LIFE 2.45% NON-CALL	3,550,000.00	3,669,194.08	1.700%	287,655.64	3,956,849.72	1,708
01/31/2012	CN	BERSHIRE HATHAWAY 1.90% NON-CALL	5,000,000.00	5,047,739.83	1.700%	427,260.17	5,475,000.00	1,827
01/31/2012	CN	HSBC BANK USA 2.5% FLOATING RATE	5,000,000.00	5,000,000.00	1.748%	425,000.00	5,425,000.00	1,827
03/05/2012	CN	BERSHIRE HATHAWAY 1.90% NON-CALL	2,850,000.00	2,914,809.00	1.418%	200,676.42	3,115,485.42	1,793
02/16/2012	CN	WESTPAC BANKING CORP 2.3% NON-CALL	5,000,000.00	5,000,000.00	2.300%	574,680.56	5,574,680.56	1,826
SUB-TOTAL			144,254,000.00	148,039,152.67	2.155%	13,096,537.29	161,135,689.96	1,535
09/16/2011	CD	SAFRA NATIONAL BANK .80%	248,000.00	248,000.00	0.800%	3,973.43	251,973.43	731
09/16/2011	CD	MERRICK BANK .70%	249,000.00	249,000.00	0.700%	3,490.83	252,490.83	731
09/30/2011	CD	COMPASS BANK 1.0%	248,000.00	248,000.00	1.000%	4,966.80	252,966.80	731
10/07/2011	CD	DORAL BANK 1.0%	248,000.00	248,000.00	1.000%	4,966.80	252,966.80	731
10/18/2011	CD	MEDALLION BANK .75%	249,000.00	249,000.00	0.750%	3,740.11	252,740.11	731
08/17/2011	CD	AMERICAN EXPRES CENTURION BANK 1.20%	248,000.00	248,000.00	1.200%	8,887.23	256,887.23	1,090
08/17/2011	CD	CIT BANK 1.10%	248,000.00	248,000.00	1.100%	8,198.94	256,198.94	1,097
08/17/2011	CD	DISCOVER BANK 1.15%	248,000.00	248,000.00	1.150%	8,571.62	256,571.62	1,097
08/17/2011	CD	ALLY BANK 1.15%	248,000.00	248,000.00	1.150%	8,579.43	256,579.43	1,097
08/17/2011	CD	GE MONEY BANK 1.15%	248,000.00	248,000.00	1.150%	8,563.81	256,563.81	1,098
08/19/2011	CD	GE CAPITAL FINANCIAL INC 1.15%	248,000.00	248,000.00	1.150%	8,563.81	256,563.81	1,096
08/24/2011	CD	GOLDMAN SACHS BANK 1.15%	248,000.00	248,000.00	1.150%	8,571.62	256,571.62	1,097

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**INVESTMENT REPORT
AS OF MARCH 31, 2012**

INVESTMENT DATE	TYPE	SECURITY	PAR VALUE	INVESTED AMOUNT	RETURN RATE	INTEREST	INVESTMENT RETURN	TERM (Days)
09/21/2011	CD	TRANSPORTATION ALLIANCE BANK INC .75%	249,000.00	249,000.00	0.750%	5,612.71	254,612.71	1,097
09/23/2011	CD	STATE BANK OF INDIA 1.30%	248,000.00	248,000.00	1.300%	9,680.83	257,680.83	1,096
09/23/2011	CD	BMW BANK OF NORTH AMERICA 1.35%	248,000.00	248,000.00	1.350%	10,053.17	258,053.17	1,096
01/11/2012	CD	SALLIE MAE BANK 1.35%	248,000.00	248,000.00	1.350%	9,869.73	257,869.73	1,076
01/11/2012	CD	BARCLAYS BANK DELAWARE 1.25%	248,000.00	248,000.00	1.250%	9,308.49	257,308.49	1,096
01/23/2012	CD	LCA BANK CORPORATION .85%	248,000.00	248,000.00	0.850%	7,375.11	255,375.11	1,277
09/15/2011	CD	BANK OF THE WEST 1.4%	249,000.00	249,000.00	1.400%	13,943.96	262,943.96	1,460
12/02/2011	CD	MIDLAND STATES BANK 1.25%	249,000.00	249,000.00	1.250%	12,450.00	261,450.00	1,461
01/25/2012	CD	NATIONAL REPUBLIC BANK 1.0%	249,000.00	249,000.00	1.000%	9,966.87	258,966.87	1,461
02/10/2012	CD	CARDINAL BANK MCLEAN VA .90%	249,000.00	249,000.00	0.900%	8,970.06	257,970.06	1,461
02/28/2012	CD	MERCANTILE BANK OF MICHIGAN .15%	248,000.00	247,380.00	1.150%	14,895.62	262,275.62	1,827
SUB-TOTAL			5,711,000.00	5,710,380.00	0.991%	193,200.98	5,903,580.98	1,136
O		WELLS FARGO BANK	511,422.00	511,422.00	0.020%	0.28	511,422.28	1
O		CORPORATE CASH MANAGEMENT ACCOUNT	4,583,733.42	4,583,733.42	0.020%	2.51	4,583,735.93	1
O		LIBRARY ACCOUNT	792.61	792.61	0.000%	-	792.61	1
O		UNION TRUST	111,596.96	111,596.96	0.000%	0.00	111,596.96	1
O		L A I F WATER DISTRICT	35,283,000.00	35,283,000.00	0.390%	382.23	35,283,382.23	1
O		L A I F PUBLIC IMPROVEMENT CORPORATION	19,856,000.00	19,856,000.00	0.390%	215.11	19,856,215.11	1
O		L A I F PUBLIC FINANCING CORPORATION	23,657,000.00	23,657,000.00	0.390%	256.28	23,657,256.28	1
O		L A I F CITY OF CARLSBAD	39,230,000.00	39,230,000.00	0.390%	424.99	39,230,424.99	1
SUB-TOTAL			123,233,544.99	123,233,544.99	0.374%	1,281.41	123,234,826.40	
GRAND TOTAL			598,343,544.99	605,416,793.47	1.583%	38,993,274.64	644,410,068.11	

CITY OF CARLSBAD
Fund Equity in Pooled Investments
AS OF MARCH 31, 2012

Cash Balance by Fund:

General		70,627,601
Special Revenue		53,692,464
Debt Service		0
Capital Projects:		
General Capital Construction	52,769,777	
Traffic Impact Fees	19,107,138	
Public Facilities Fees	48,220,160	
Park Development	3,735,927	
Transnet Taxes	6,491,495	
Drainage Fees	5,628,410	
Special Districts	79,510,227	
Infrastructure Replacement	69,137,392	
Redevelopment	6,650,150	
Other Capital Construction	1,182,759	
	Total	292,433,435
Enterprise:		
Carlsbad Municipal Water District	80,637,162	
Sewer Fund	51,956,557	
Solid Waste	7,245,214	
Storm Water	2,567,134	
Golf Course	298,271	
	Total	142,704,339
Internal Service		31,806,683
Agency Funds		11,403,420
Misc. Special Funds		0
Total General Ledger Balance **		602,667,941
Reconciling Adjustments (1)		(763,454)
Total Treasurer's Investment Portfolio at Amortized Cost		601,904,487

(1) The Reconciling Adjustments consist of differences between the General Ledger which is prepared on an accrual basis and the Treasurer's report which is prepared on the cash basis. Accrued Interest, amortized premium or discounts and outstanding checks and deposits in transit are not included in the Treasurer's summary. Differences between the time journal entries are posted and the time this report is produced may also be a component of the adjustment.

** Figures based on best estimate at the time report run on 4/9/12

CITY OF CARLSBAD INVESTMENT PORTFOLIO

As of March 31, 2012

CORPORATE NOTE AND COMMERCIAL PAPER RATINGS

Corporate Note Investments Meeting the Current Investment Policy:

(Ratings must be AA or better by both Moody's and S&P)

	<u>Moody's</u>	<u>S&P</u>
BERKSHIRE HATHAWAY	AA2	AA+
GENERAL ELECTRIC	AA2	AA+
HSBC BANK USA	AA3	AA-
JOHNSON & JOHNSON	AAA	AAA
MASS MUTUAL GLOBAL	AA2	AA+
MERCK	AA3	AA
MET LIFE GLOBAL	AA3	AA-
MET LIFE OF CONNECTICUT	AA3	AA-
MICROSOFT	AAA	AAA
NEW YORK LIFE	AAA	AA+
PROCTER & GAMBLE	AA3	AA-
PROVIDENCE HEALTH	AA2	AA
ROYAL BANK OF CANADA	AA1	AA-
3M	AA2	AA-
SHELL INTERNATIONAL	AA1	AA
TOYOTA	AA2	AA-
WAL-MART	AA2	AA
WESTPAC BANKING CORP	AA2	AA-

Commercial Paper Investments Meeting the Current Investment Policy:

(Ratings must be A1/P1 or better by both Moody's and S&P)

(Ratings of other debt must be AA or better by Moody's and S&P)

NONE

Investments with Subsequent Changes in Credit Rating *

	<u>Moody's</u>	<u>S&P</u>	<u>Latest Maturity Date</u>	<u>Carrying Value</u>	<u>Market Value</u>
ALL STATE LIFE	A1	A+	04/30/2013	2,005,178	2,100,600
BARCLAYS BANK	AA3	A+	12/15/2015	2,000,000	1,939,340
PRINCIPAL LIFE	AA3	A+	04/16/2012	1,000,000	1,001,100
PROTECTIVE LIFE	A2	AA-	07/15/2012	3,000,000	3,010,920
WELLS FARGO	A2	A+	10/23/2012	1,005,078	1,026,220

* The City's Investment Policy allows the City Treasurer to determine the course of action that would correct exceptions to the policy. All of these investments are paying interest at the required times. The principal of all investments are considered secure. It is the intent of the City Treasurer to hold these assets in the portfolio until maturity unless events indicate they should be sold.

**CITY OF CARLSBAD INVESTMENT PORTFOLIO
AS OF MARCH 31, 2012
WEIGHTINGS FOR CORPORATE AND FEDERAL AGENCY ISSUERS**

PERCENTAGE WEIGHTINGS BY CORPORATE NOTE ISSUER

	<u>Investment Cost</u>	<u>Percent of Portfolio*</u>
ALL STATE LIFE	2,023,559.81	0.33%
BARCLAYS BANK	2,000,000.00	0.33%
BERKSHIRE HATHAWAY	20,246,853.72	3.34%
GENERAL ELECTRIC CAP	27,753,861.07	4.58%
HSBC BANK USA	5,000,000.00	0.83%
JOHNSON & JOHNSON	1,017,457.28	0.17%
MASS MUTUAL	3,607,914.95	0.60%
MERCK & CO	5,498,750.00	0.91%
MET LIFE GLOBAL FUND	20,229,406.45	3.34%
MET LIFE OF CONNECTICUT	2,121,360.00	0.35%
MICROSOFT	2,072,820.00	0.34%
NEW YORK LIFE	11,847,794.90	1.96%
PRINCIPAL LIFE	1,000,000.00	0.17%
PROTECTIVE LIFE	3,000,000.00	0.50%
PROTER & GAMBLE	7,976,946.61	1.32%
PROVIDENCE HEALTH	2,237,929.50	0.37%
ROYAL BANK OF CANADA	4,086,150.00	0.67%
3M	2,121,417.76	0.35%
SHELL INTERNATIONAL FIN	5,384,350.00	0.89%
TOYOTA	5,023,645.00	0.83%
WAL-MART	7,746,121.25	1.28%
WELLS FARGO	1,042,814.41	0.17%
WESTPAC BANKING CORP	5,000,000.00	0.83%

PERCENTAGE WEIGHTINGS BY FEDERAL AGENCY ISSUER

	<u>Investment Cost</u>	<u>Percent of Portfolio**</u>
FAMCA	3,015,908.69	0.50%
FICO	9,265,228.88	1.53%
FEDERAL FARM CREDIT BANK	66,667,726.47	11.01%
FEDERAL HOME LOAN BANK	94,954,632.08	15.68%
FEDERAL HOME LOAN MORTGAGE CORP	29,739,900.45	4.91%
FEDERAL NATIONAL MORTGAGE ASSOC	113,098,315.86	18.68%
TVA	9,629,894.12	1.59%
U.S.TREASURY	2,062,109.25	0.34%
Total Portfolio		\$605,416,793.47

* No more than 5% may be invested with a single corporate issuer.

**There are no percentage limits on federal agency issuers.

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**City of Carlsbad
Bond Proceeds Investment Report
March 31, 2012**

Fund Type	Investments	Stated Int. Rate	Maturity Date	Par Value	Cost	Source
Assessment District 03-01 (College/Cannon)						
Project Fund	Invesco Prime-Cash Money Market	N/A	N/A	\$ 926,730	\$ 926,730	Fiscal Agent: BNY Mellon Invesco
Reserve Fund	BNY Dreyfus Money Market	various	N/A	\$ 1,200,421	\$ 1,200,421	BNY Mellon
Re-Assessment District 97-01 (Alga Road & College Blvd)						
Imprvmnt Fund - Alga	Invesco Prime-Cash Money Market	N/A	N/A	\$ 278,080	\$ 278,080	Fiscal Agent: US Bank Invesco
Assessment District 95-01 (Carlsbad Ranch)						
Reserve Fund	Repub Natl Bank Repo Agreement: HSBC (GIC)	5.83%	N/A	\$ 1,033,569	\$ 1,033,569	Fiscal Agent: BNY Mellon HSBC Bank of New York
Assessment District 96-01 (Rancho Carrillo)						
Reserve Fund	Repub Natl Bank Repo Agreement: HSBC (GIC)	6.03%	09/02/28	\$ 1,292,770	\$ 1,292,770	Fiscal Agent: BNY Mellon HSBC Bank of New York
Assessment District 02-01 (Poinsettia Lane)						
Improvement Fund	Invesco Prime-Cash Money Market	N/A	N/A	\$ 4,447,502	\$ 4,447,502	Fiscal Agent: BNY Mellon Invesco
Reserve Fund	BNY Dreyfus Money Market	various	N/A	\$ 2,498,393	\$ 2,498,393	BNY Mellon
EFJPA						
Reserve Fund	AIG Investment Agreement (GIC)	5.36%	08/01/14	\$ 953,706	\$ 953,706	Fiscal Agent: BNY Mellon GIC
Communities Facilities District #3 Improvement Area 1						
Project Fund	Invesco Prime-Cash Money Market	N/A	N/A	\$ 1,838,443	\$ 1,838,443	Fiscal Agent: BNY Mellon Invesco
Reserve Fund	BNY Dreyfus Money Market	various	09/01/36	\$ 777,965	\$ 777,965	BNY Mellon
Other	BNY Dreyfus Money Market	various	N/A	\$ -	\$ -	BNY Mellon
Communities Facilities District #3 Improvement Area 2						
Reserve Fund	BNY Dreyfus Money Market	various	09/01/38	\$ 1,068,180	\$ 1,068,180	Fiscal Agent: BNY Mellon BNY Mellon
Other	BNY Dreyfus Money Market	various	N/A	\$ 86,282	\$ 86,282	BNY Mellon
CPFA Golf Course Bonds						
Reserve Fund	BNY Mellon (GIC)	various	N/A	\$ 1,303,417	\$ 1,303,417	Fiscal Agent: BNY Mellon BNY Mellon
					\$ 17,705,458	\$ 17,705,458

City of Carlsbad
Summary of Outstanding Housing Loans
As of March 31, 2012
Updated on: 04/16/2012

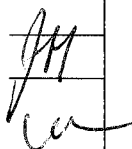
Borrower	Development	Purpose	First date issued	# of loans issued	Loans issued by City to developers/ homeowners	Loans issued by Developer to homeowners	# of loans outstanding	City loan repaid to City	Developer loan repaid to City	Loan amount due to City (recorded as AR)	Developer loan amount due to City (not on City's books)	Type of Loan	
Individual homebuyers	City-wide (CHAP)	Sale	06/28/99	133	\$1,680,000	\$ -	34	(\$1,469,781)	\$ -	\$210,218.57	\$ -	210,219	Payment deferred 15 years. No interest is due unless home is sold before 16th year
Individual homebuyers	Calavera Hills	Sale	10/15/99	5	75,000	150,000	1	(60,000)	(120,000)	15,000	30,000	45,000	Payment deferred 30 years. No interest is due unless home is sold before 31th year
Individual homebuyers	Cherry Tree Walk	Sale	06/28/99	42	453,600	452,600	14	(313,200)	(283,250)	140,400	169,350	309,750	Payment deferred 30 years. No interest is due unless home is sold before 31th year
Individual homebuyers	Serrano	Sale	05/25/01	90	1,350,000	4,050,000	33	(900,133)	(2,610,000)	449,867	1,440,000	1,889,867	Payment deferred 30 years. No interest is due unless home is sold before 31th year
Individual homebuyers	Rancho Carlsbad	Sale	05/20/99	22	752,533	-	10	(404,370)	-	348,163	-	348,163	Principal is due when home is sold
Individual homebuyers	Solamar	Sale	09/26/88	9	147,726	-	1	(135,065)	-	12,661	-	12,661	Principal is due when home is sold
Catholic Charities	Homeless shelter	Shelter	09/19/97	1	200,000	-	1	-	-	200,000	-	200,000	Principal is due when property is sold
CB Laurel Tree Apartments	Laurel Tree	Rentals	12/24/98	2	1,134,000	-	2	(634,000)	-	500,000	-	500,000	Principal and 3% interest each year for 30 years when surplus cash is available
CB Housing Partnership	Rancho Carrillo	Rentals	03/05/01	1	1,157,584	-	1	-	-	1,157,584	-	1,157,584	Principal and 3% interest each year for 55 years when surplus cash is available
Pacific Vista Las Flores	Vista Las Flores	Rentals	02/27/01	1	363,948	-	1	-	-	363,948	-	363,948	Principal and 3% interest each year for 55 years when surplus cash is available
Poinsettia Housing Assoc	Poinsettia Station	Rentals	10/21/99	1	920,000	-	1	(21,837)	-	898,163	-	898,163	Principal and 3% interest each year for 55 years when surplus cash is available
Bridge Housing Corp	Villa Loma	Rentals	11/04/94	2	2,212,000	-	0	(2,212,000)	-	-	-	-	Principal and 3% interest each year for 15 years when surplus cash is available
Dove Family Housing	La Costa Paloma	Rentals	07/15/03	1	2,070,000	-	1	(1,220,188)	-	849,812	-	849,812	Principal and 3% interest each year for 55 years when surplus cash is available
CIC Calavera LP	Mariposa Apts	Rentals	09/15/04	1	1,060,000	-	1	-	-	1,060,000	-	1,060,000	Principal and 3% interest each year for 55 years when surplus cash is available
Individual homebuyers	Mulberry at Bressi Ranch	Sale	04/29/05	100	1,840,000	19,660,200	100	-	-	1,840,000	19,660,200	21,500,200	Payment deferred 30 years. No interest is due unless home is sold before 31th year
Individual homebuyers	Village by the Sea	Sale	10/28/05	11	220,000	4,087,200	7	-	-	220,000	4,087,200	4,307,200	Payment deferred 30 years. No interest is due unless home is sold before 31th year
El Camino Family Housing	Cassia Heights	Rentals	03/07/06	1	1,454,276	-	1	-	-	1,454,276	-	1,454,276	Principal and 3% interest each year for 55 years when surplus cash is available
Individual homebuyers	Laguna Point	Sale	07/06/06	3	210,000	-	3	-	-	210,000	-	210,000	Payment deferred 45 years. No interest is due unless home is sold before 46th year
Individual homebuyers	The Bluffs	Sale	06/14/07	8	200,000	-	8	-	-	200,000	-	200,000	Payment deferred 30 years. No interest is due unless home is sold before 31th year
Individual homebuyers	Roosevelt Gardens	Sale	08/30/07	11	797,539	-	11	-	-	797,539	-	797,539	Refer to Agenda Bill 18,569 / Resolution 2006-131 & AB 19,183 / R2007-255
CIC La Costa	Hunter's Point	Rentals	08/19/08	1	1,932,000	-	1	-	-	1,932,000	-	1,932,000	Refer to AB18,251 / Resolution 2005-264
Down Payment & Closing Cost Assistance	Various	Assistance	06/25/09	12	154,700	-	12	-	-	154,700	-	154,700	Refer to Agenda Bill 19,415 / Resolution 2008-121
CIC Glen Ridge, LP	Glen Ridge	Rentals	10/05/09	1	1,014,000	-	1	-	-	1,014,000	-	1,014,000	Refer to Agenda Bill 397 / Resolution 435
Tavarua Senior Apartments, LP	Tavarua	Rentals	12/14/11	1	2,060,574	-	1	-	-	2,060,574	-	2,060,574	Refer to Agenda Bill 418 / Resolution 475
				460	\$ 23,459,480	\$ 28,400,000	246	\$ (7,370,574)	\$ (3,013,250)	\$ 16,088,906	\$ 25,386,750	\$ 41,475,656	

During the 3rd quarter of FY2011-12, approximately \$25,457 in CHAP loans payments were received; a \$319,618 principal payment related to the Laurel Tree development was received; a \$15,000 loan pay-off related to the Serrano development was received; and issued \$2,060,574 in low-mod loans related to the Tavarua development.



CITY OF CARLSBAD – AGENDA BILL

9

AP#	20,892	AMENDING CARLSBAD MUNICIPAL CODE CHAPTER 19.04 TO ADD SECTION 19.04.215 TO REQUIRE RECORDATION OF SPECIFIED NOTICES	DEPT. DIRECTOR CITY ATTORNEY CITY MANAGER 
MTC.	5/8/12		
DEPT.	CA		

RECOMMENDED ACTION:

Introduce Ordinance No. CS-182 amending Carlsbad Municipal Code Chapter 19.04 to add section 19.04.215 to require recordation of specified notices.

ITEM EXPLANATION:

In the past few years, the county recorder has been returning certain documents to the City that have been submitted for recordation on the basis that Government Code section 27201 does not authorize the recordation of those documents. The rejected notices are required by the City to be recorded on title to property by conditions of approval for land use entitlements so that the public will be made aware of adverse environmental conditions which may impact the property. These notice documents are titled Notice Concerning Odor Environmental Impacts, Notice Concerning Railroad Environmental Impacts, Notice Concerning Proximity of the Commuter Rail Transit Station, Notice Concerning Aircraft Environmental Impacts, Notice of Multi-Impacts, or in the alternative, Notice and Waiver Concerning Odor Environmental Impacts, Notice and Waiver Concerning Railroad Environmental Impacts, Notice and Waiver Concerning Proximity of a Planned or Existing Commuter Rail Transit Station, Notice and Waiver Concerning Proximity of the Planned or Existing Transportation Corridor(s), Notice and Waiver Concerning Aircraft Environmental Impacts, and Notice and Waiver Concerning Multi-Impacts.

Government Code section 27201(a) provides that the recorder shall accept for recordation any instrument, paper, or notice that is authorized or required by statute or court order to be recorded if the document meets recording requirements of state statutes and local ordinances, and is photographically reproducible. The county recorder shall not refuse to record any instrument, paper, or notice that is authorized or required by statute or court order to be recorded on the basis of its lack of legal sufficiency. The statutory prerequisites for recordation are found in Government Code section 27280(a) which states that any instrument or judgment affecting the title to or possession of a real property may be recorded. Since the above-referenced notices required by the City do not affect title to or possession of real property according to the State Attorney General, their recordation must be authorized by local ordinance. This proposed ordinance would provide such authorization.

DEPARTMENT CONTACT: Jane Mobaldi 760-434-2891 jane.mobaldi@carlsbadca.gov

FOR CITY CLERKS USE ONLY.

COUNCIL ACTION:	APPROVED	<input type="checkbox"/>	CONTINUED TO DATE SPECIFIC	<input type="checkbox"/>
	DENIED	<input type="checkbox"/>	CONTINUED TO DATE UNKNOWN	<input type="checkbox"/>
	CONTINUED	<input type="checkbox"/>	RETURNED TO STAFF	<input type="checkbox"/>
	WITHDRAWN	<input type="checkbox"/>	OTHER – SEE MINUTES	<input type="checkbox"/>
	AMENDED	<input type="checkbox"/>		

FISCAL IMPACT:

There is no fiscal impact associated with the proposed ordinance since the City is exempted from the payment of recordation fees.

ENVIRONMENTAL IMPACT:

This ordinance amendment is not a "project" within the definition of the California Environmental Quality Act in that it will not result in a direct or indirect physical change in the environment pursuant to the California Code of Regulations, Title 14, Chapter 3, section 15378.

EXHIBITS:

1. Ordinance No. CS-182

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ORDINANCE NO. CS-182

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF CARLSBAD, CALIFORNIA, AMENDING CARLSBAD
MUNICIPAL CODE CHAPTER 19.04 TO ADD SECTION
19.04.215 TO REQUIRE RECORDATION OF
SPECIFIED NOTICES**

The City Council of the City of Carlsbad ordains as follows:

SECTION I: That section 19.04.215 is added to Carlsbad Municipal
Code Chapter 19.04 as follows:

19.04.215 – Recordation of Notices

In order to place the public on notice of adverse environmental conditions which may impact property, recordation of the following notices on title to real property, as amended from time to time by the city attorney, may be required by the city as a condition of approval for land use entitlements; Notice Concerning Odor Environmental Impacts, Notice Concerning Railroad Environmental Impacts, Notice Concerning Proximity of the Commuter Rail Transit Station, Notice Concerning Aircraft Environmental Impacts, Notice of Multi-Impacts, Notice and Waiver Concerning Odor Environmental Impacts, Notice and Waiver Concerning Railroad Environmental Impacts, Notice and Waiver Concerning Proximity of a Planned or Existing Commuter Rail Transit Station, Notice and Waiver Concerning Proximity of the Planned or Existing Transportation Corridor(s), Notice and Waiver Concerning Aircraft Environmental Impacts, and Notice and Waiver Concerning Multi-Impacts. The county recorder shall accept for recordation on title to a real property any of the specified notices, as amended from time to time by the city attorney, provided the notices contain sufficient information and meet all recording requirements.

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1 EFFECTIVE DATE: This ordinance shall be effective thirty days after
2 its adoption; and the city clerk shall certify the adoption of this ordinance and cause it
3 to be published at least once in a newspaper of general circulation in the City of
4 Carlsbad within fifteen days after its adoption.

5 INTRODUCED AND FIRST READ at a regular meeting of the
6 Carlsbad City Council on the _____ day of _____, 2012, and thereafter

7 PASSED AND ADOPTED at a regular meeting of the City Council of
8 the City of Carlsbad on the _____ day of _____, 2012, by the following
9 vote, to wit:

11 AYES:

12 NOES:

13 ABSENT:

14
15
16 APPROVED AS TO FORM AND LEGALITY:

17
18
19 _____
RONALD R. BALL, City Attorney

20
21 _____
MATT HALL, Mayor




22
23 ATTEST:

24
25 _____
LORRAINE M. WOOD, City Clerk



CITY OF CARLSBAD – AGENDA BILL

10

AB# 20,893	AMENDING CARLSBAD MUNICIPAL CODE CHAPTER 6.08 - SOLID WASTE	DEPT. DIRECTOR 
MTG. 5/8/2012		CITY ATTORNEY 
DEPT. UTIL		CITY MANAGER 

RECOMMENDED ACTION:

Introduce Ordinance No. CS-183 repealing, in its entirety, the current Carlsbad Municipal Code Chapter 6.08 (Solid Waste) and adopting new Carlsbad Municipal Code Chapter 6.08 (Solid Waste).

ITEM EXPLANATION:

On Feb. 14, 2012, the City of Carlsbad ("City") approved an agreement ("Agreement") for the provision of solid waste services with Coast Waste Management, Inc. ("CWM"). The Agreement includes fully automated trash collection, single-stream recycling, and rolling carts for solid waste, recycling and green waste. As a result of the new solid waste services going into effect when the Agreement becomes effective on July 1, staff has determined that significant revisions are needed to Chapter 6.08 of the Carlsbad Municipal Code ("Code"). These revisions will align Chapter 6.08 of the Code with the Agreement, update language that is obsolete, and provide a clear regulatory understanding of how solid waste shall be handled within the City. Chapter 6.08 of the Code was last updated in 1997.

In summary, the recommendations would result in some needed changes to the current solid waste ordinance. Most of the changes are minor in nature, but the major changes are:

- Single Stream Recycling – All recyclables placed in one cart instead of being separated into crates.
- Solid Waste Hauler Provided Carts – Residents no longer provide trash or green waste cans.
- Container Size/Weight Limitations – Residents will use CWM provided carts, and loaded carts must not exceed the manufacturer's maximum weight limitations.
- Timing of Placement of Residential Carts for Collection – Standardized timeframes for residential customers to place solid waste containers for collection.
- Recyclable Materials – Recyclable materials are now included in one definition instead of separating by waste generator types.

ENVIRONMENTAL IMPACT:

Pursuant to Public Resources Code section 21065, this action does not constitute a "project" within the meaning of CEQA in that it has no potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

DEPARTMENT CONTACT: Craig Schmollinger 760-602-7502 Craig.Schmollinger@carlsbadca.gov

FOR CITY CLERKS USE ONLY

COUNCIL ACTION:	APPROVED <input type="checkbox"/>	CONTINUED TO DATE SPECIFIC <input type="checkbox"/>
	DENIED <input type="checkbox"/>	CONTINUED TO DATE UNKNOWN <input type="checkbox"/>
	CONTINUED <input type="checkbox"/>	RETURNED TO STAFF <input type="checkbox"/>
	WITHDRAWN <input type="checkbox"/>	OTHER – SEE MINUTES <input type="checkbox"/>
	AMENDED <input type="checkbox"/>	

FISCAL IMPACT:

There is no fiscal impact associated with the amendment of the city's municipal code.

EXHIBITS:

1. Proposed Ordinance – Strikeout/Underline
2. Ordinance No. CS-183, Repealing Chapter 6.08 of the Carlsbad Municipal Code Regulating Solid Waste and Adopting Chapter 6.08 of the Carlsbad Municipal Code Regulating Solid Waste.

ORDINANCE NO. CS-183

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, REPEALING CHAPTER 6.08 OF THE CARLSBAD MUNICIPAL CODE REGULATING SOLID WASTE, AND ADOPTING CHAPTER 6.08 OF THE CARLSBAD MUNICIPAL CODE REGULATING SOLID WASTE.

The City Council of the City of Carlsbad, California, does ordain as follows:

SECTION 1: That Chapter 6.08 of the Carlsbad Municipal Code is repealed in its entirety:

Chapter 6.08 – SOLID WASTE**Sections:**

- ~~6.08.010 – Definitions.~~
- ~~6.08.020 – Required solid waste/designated recyclable materials handling through authorized collector—Exceptions.~~
- ~~6.08.030 – Receptacles generally.~~
- ~~6.08.040 – Cleanliness of solid waste receptacles.~~
- ~~6.08.045 – Cleanliness of solid waste receptacle areas or enclosures.~~
- ~~6.08.050 – Solid waste receptacles to be kept covered.~~
- ~~6.08.060 – Residential solid waste receptacles—Size—Maximum weight.~~
- ~~6.08.070 – Maximum residential collection.~~
- ~~6.08.080 – Placement of residential receptacles for collection.~~
- ~~6.08.090 – Unlawful placement of solid waste.~~
- ~~6.08.100 – Unhindered access to receptacles.~~
- ~~6.08.110 – Special collection service.~~
- ~~6.08.120 – Bulky item collection.~~
- ~~6.08.130 – Shared service allowed.~~
- ~~6.08.140 – Multiple tenant residential service.~~
- ~~6.08.150 – Hauling solid waste.~~
- ~~6.08.160 – Unauthorized collection (scavenging).~~
- ~~6.08.170 – Contracts.~~
- ~~6.08.180 – Rate and fees for service.~~
- ~~6.08.190 – Payment of fees.~~
- ~~6.08.200 – Liability for payment.~~
- ~~6.08.210 – Enforcement.~~
- ~~6.08.220 – Savings clause.~~

6.08.010 – Definitions.

A. ~~For purposes of this chapter the following words and phrases shall have the meanings respectively ascribed to them by this section, unless it is obvious from the context that another meaning is intended:~~

- ~~1. "Aluminum" means recoverable aluminum materials including but not limited to used beverage containers, siding, and other manufactured items.~~
- ~~2. "Authorized collector" means a person, firm, or corporation holding a valid contract~~

1 with the city for provision of solid waste services.

2 3. ~~"Authorized recycling agent" means a person, firm, or corporation holding a valid~~
3 ~~contract with the city to collect designated recyclable materials.~~

4 4. ~~"Cardboard" means post-consumer wastepaper grade, corrugated cardboard (#11),~~
5 ~~kraft (brown) paper bags or solid fiber boxes which have served their packaging purpose~~
6 ~~and are discarded and can later be reclaimed for collection and recovery for recycling.~~

7 5. ~~"City" or "City of Carlsbad" means the incorporated territory of the City of Carlsbad.~~

8 6. ~~"Commercial solid waste" means solid waste originating from stores, offices and other~~
9 ~~commercial sources, but does not include construction or demolition waste.~~

10 7. ~~"Compost" means the product resulting from the controlled biological decomposition~~
11 ~~of organic wastes that are source separated from the municipal solid waste stream, or~~
12 ~~which are separated at a centralized facility.~~

13 8. ~~"Construction waste" means the demolition, dredging, grubbing, and the rubble~~
14 ~~resulting from construction, remodeling, repair and demolition activities on housing,~~
15 ~~commercial or governmental building and any other structure and pavement.~~

16 9. ~~"Designated recyclable materials" or "designated recyclables" means those materials~~
17 ~~that are designated as recyclable and/or reusable within the following categories of~~
18 ~~residential, commercial (office and hospitality) and industrial as defined more specifically~~
19 ~~within each category listed in this section.~~

20 a. ~~Designated recyclables for single family and multi-family residential customers~~
21 ~~shall include, but are not limited to: newspaper, plastic beverage bottles, aluminum,~~
22 ~~tin and bimetal cans, yard waste, white goods (appliances) and glass bottles or jars.~~

23 b. ~~Designated recyclables for commercial office buildings of more than twenty~~
24 ~~thousand square feet shall include, but are not limited to: office paper, corrugated~~
25 ~~cardboard, newspaper and aluminum.~~

26 c. ~~Designated recyclables for commercial hospitality customers, including all~~
27 ~~restaurants and taverns, shall include, but are not limited to: corrugated cardboard,~~
28 ~~plastic beverage bottles, glass jars and bottles, white goods (appliances), aluminum,~~
and tin and bimetal cans.

d. ~~Designated recyclables for industrial customers shall include, but are not limited~~
to: dirt, asphalt, sand, land-clearing brush, concrete and rock.

10. ~~"Designated recycling collection location" means the place where an authorized~~
recycling agent has contracted with the city to pick up recyclable material segregated from
other waste material. Designated recycling collection location includes, but is not limited to,
the curbside of a residential neighborhood or the service alley of a commercial enterprise.

11. ~~"Director" means a city department director or authorized other designee.~~

12. ~~"Glass bottles and jars" means food and beverage glass containers including but not~~
limited to container glass covered by the deposit law, and excluding household and kitchen
containers such as drinking glasses, cups, and cooking and serving dishes.

13. ~~"Industrial solid waste" means solid waste originating from mechanized manufacturing~~
facilities, factories, refineries, construction and demolition projects, publicly-operated

1 treatment works, and/or solid wastes placed in commercial collection bins.

2 14. "Newspaper" means materials printed on newsprint.

3 15. "Office paper" means waste paper grades of white and colored ledgers. Examples
4 include but are not limited to forms, copy paper, stationery, and other papers that are
generally associated with desk activity.

5 16. "Person" includes any person, firm, association, organization, partnership, business
6 trust, joint venture, corporation, or company and includes the United States, the State of
California, the County of San Diego, the City of Carlsbad, cities, districts, and any officer or
agency thereof.

7 17. "Plastic beverage bottles" means plastic containers with narrow necks, or mouth
8 openings smaller than the diameter of the container bodies, used for containing or holding
9 milk, juice, soft drinks or water intended for human consumption; to be distinguished from
nonfood bottles such as those for containing motor oil, detergent or other household
products.

10 18. "Pollutants" means and includes, but is not limited to, solid waste, sewage, garbage,
11 medical waste, wrecked or discarded equipment, radioactive materials, dredged spoil,
12 rock, sand, sediment, silt, industrial waste, and any organic or inorganic substance defined
13 as a pollutant under 40 C.F.R. 122.2 whose presence degrades the quality of the receiving
14 waters in violation of basin plan and California ocean plan standards such as fecal
15 coliform, fecal streptococcus, enterococcus, volatile organic carbon, surfactants, oil and
16 grease, petroleum hydrocarbons, total organic carbon, lead, copper, chromium, cadmium,
silver, nickel, zinc, cyanides, phenols, fertilizers, pesticides, herbicides and other biocides.
A pollutant also includes any contaminant which degrades the quality of the receiving
waters in violation of basin plan and California ocean plan standards by altering any of the
following parameters: pH, total suspended and settleable solids, biochemical oxygen
demand (BOD), chemical oxygen demand (COD), nutrients, temperature, and other
narrative standards of the basin plan.

17 19. "Segregate waste material" means any of the following: the placement of recyclables
18 in separate containers; the binding of recyclable material separately from the other waste
material; the physical separation of recyclables from other waste material.

19 20. "Stormwater" means surface runoff and drainage associated with storm events and
20 snow melt that flows across a surface to the stormwater conveyance system or receiving
21 waters. For the purposes of this chapter, storm water runoff and drainage from areas that
22 are in a natural state, have not been significantly disturbed or altered, either directly or
indirectly, as a result of human activity, and the character and type of pollutants naturally
appearing in the runoff have not been significantly altered, either directly or indirectly, as a
result of human activity, shall be considered "unpolluted" and shall satisfy the definition of
"storm water" in this chapter.

23 21. "Storm water conveyance system" means private, natural and publicly owned facilities
24 within the City of Carlsbad by which storm water may be conveyed to receiving waters of
the United States, including any roads with drainage systems, streets, catch basins, curbs,
25 gutters, ditches, pipes, natural and man-made channels or storm drains.

26 22. "Solid waste" means putrescible and nonputrescible solid, semisolid and liquid
27 wastes, generated in or upon residential or commercial premises, including garbage, trash,
28 refuse, paper, rubbish, ashes, industrial wastes, construction and demolition wastes,
abandoned vehicles and parts thereof, discarded home and industrial appliances,

1 dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste,
2 manure, vegetable or animal solid and semisolid wastes, and other discarded solid and
3 semisolid wastes. Solid waste does not include hazardous or biohazardous waste, or
4 biomedical waste, which are regulated and shall be handled and disposed of pursuant to
5 Chapters 6.03 and 6.02, respectively; or recyclable materials sold or donated by the owner
6 for reuse, recycling or composting, other than by placing them for recycling in city-
7 approved designated recycling containers at city-approved areas for collection by the city's
8 authorized recycling agent.

9 23. "Solid waste services" means the collection, transport, and disposal of solid waste
10 and designated recyclables, including yard waste, from residential, commercial, and
11 industrial generators.

12 24. "Solid waste facility" means a solid waste transfer or processing station, a composting
13 facility, a transformation facility, or a disposal facility as approved by the city.

14 25. "White goods" means kitchen or other large, enameled appliances.

15 26. "Yard wastes" means leaves, grass, weeds and wood materials from trees and
16 shrubs.

17 (Ord. NS-625 §§ 2, 3, 2002; Ord. NS-427 § 2 (part), 1997)

18 **6.08.020 -- Required solid waste/designated recyclable materials handling through
19 authorized collector -- Exceptions.**

20 A. Every person in possession, charge or control of any place or premises in the city in, upon,
21 or from which solid waste or designated recyclables are created, produced or accumulated
22 shall:

23 1. Dispose of such solid waste through the regular solid waste service of the city or its
24 authorized collector; and

25 2. First segregate from solid waste and dispose of designated recyclables at designated
26 recycling collection locations established pursuant to Section 21.105.060 or otherwise
27 through the city or its authorized recycling agent; and

28 3. Pay therefor the fee or fees hereinafter established.

B. Exceptions.

1. Upon submission of adequate proof to the director, fees shall be refunded when a
residential, commercial or industrial site has remained unoccupied for a continuous period
of at least ninety days and therefore not utilized the solid waste services.

2. If the authorized collector be unable to reasonably provide service to the premises,
the property owner shall make arrangements to dispose of his/her/its own solid waste and
designated recyclables at a solid waste facility.

3. Nothing in this chapter limits the right of any person to donate, sell, or otherwise
dispose of his/her/its recyclable materials prior to placing said segregated recyclable
materials in the city-approved recycling area in city-approved designated recyclable
receptacles.

(Ord. NS-427 § 2 (part), 1997)

1 **6.08.030 -- Receptacles generally.**

2 A. ~~No person shall deposit, keep or accumulate any solid waste in or upon any public or~~
3 ~~private premises unless enclosed in watertight receptacles designed to contain solid waste,~~
4 ~~which shall be of a type and size approved by the director. Such receptacles shall be provided~~
5 ~~by and at the expense of the person producing or accumulating such solid waste in sufficient~~
6 ~~numbers to contain all solid waste which is produced or accumulated between successive~~
7 ~~collections.~~

8 B. ~~No person shall deposit, keep or accumulate any designated recyclables in or upon any~~
9 ~~public or private premises unless enclosed within a recyclable receptacle of a type, size, and~~
10 ~~color approved by the director.~~

11 C. ~~Such receptacles shall be kept in the rear or on the side of the premises or designated~~
12 ~~enclosures, except as provided in Section 6.08.080.~~

13 ~~(Ord. NS-427 § 2 (part), 1997)~~

14 **6.08.040 -- Cleanliness of solid waste receptacles.**

15 ~~No person shall allow grease or decomposing material to accumulate in the interior or on the~~
16 ~~exterior of a solid waste receptacle. No person shall allow water or other liquids to accumulate~~
17 ~~in the bottom of a solid waste receptacle in excess of a depth of one inch.~~

18 ~~(Ord. NS-427 § 2 (part), 1997)~~

19 **6.08.045 -- Cleanliness of solid waste receptacle areas or enclosures.**

20 ~~No person shall allow pollutants or liquids to accumulate around solid waste enclosures or~~
21 ~~around and/or under solid waste receptacles such that storm water will carry these pollutants or~~
22 ~~liquids to the storm water conveyance system.~~

23 ~~(Ord. NS-625 § 4, 2002)~~

24 **6.08.050 -- Solid waste receptacles to be kept covered.**

25 ~~No person shall permit a solid waste receptacle to remain uncovered or open, or in such~~
26 ~~condition that flies or vermin may obtain access thereto, except when necessary to place solid~~
27 ~~waste therein or remove solid waste therefrom, and when the cover is removed therefrom for~~
28 ~~such purposes it shall be immediately replaced.~~

~~(Ord. NS-427 § 2 (part), 1997)~~

6.08.060 -- Residential solid waste receptacles -- Size -- Maximum weight.

~~Residential solid waste receptacles, when placed for collection, shall not exceed a capacity of~~
~~thirty gallons or forty pounds and be adequate in strength so that same will not break when~~
~~lifted.~~

~~(Ord. NS-427 § 2 (part), 1997)~~

6.08.070 -- Maximum residential collection.

~~No single-family residential solid waste service customer shall place more than ten solid waste~~
~~receptacles for collection. Households requiring additional service shall arrange for special~~
~~collection.~~

1 (Ord. NS-427 § 2 (part), 1997)

2 **6.08.080 - Placement of residential receptacles for collection.**

3 ~~Solid waste and designated recyclables collected from single-family residential units shall be~~
4 ~~placed within five feet of the curb line of the public street, or if no such curb exists, within five~~
5 ~~feet of the paved portion of the public street; in the event that the solid waste and designated~~
6 ~~recyclables are to be collected from a public alley, the receptacle shall be placed within five feet~~
7 ~~of the edge of the right-of-way of such alley.~~

8 (Ord. NS-427 § 2 (part), 1997)

9 **6.08.090 - Unlawful placement of solid waste.**

10 ~~No person shall deposit or place any solid waste anywhere other than in an approved solid~~
11 ~~waste receptacle under his or her control. Further, no person shall abandon, store, bury, and/or~~
12 ~~burn solid waste on public or private premises, with or without the property owner's permission,~~
13 ~~except at an authorized solid waste facility.~~

14 (Ord. NS-427 § 2 (part), 1997)

15 **6.08.100 - Unhindered access to receptacles.**

16 ~~It is unlawful for any person within the city to hinder access of the collectors to the solid waste or~~
17 ~~designated recyclable receptacles.~~

18 (Ord. NS-427 § 2 (part), 1997)

19 **6.08.110 - Special collection service.**

20 ~~The authorized collector shall provide for the collection of any solid waste or designated~~
21 ~~recyclable material which requires special collection at a rate mutually agreed upon by the~~
22 ~~customer and the authorized collector, subject to the approval of the director.~~

23 (Ord. NS-427 § 2 (part), 1997)

24 **6.08.120 - Bulky item collection.**

25 ~~Any item to be discarded or recycled of such a large size and/or weight precluding collection~~
26 ~~through the regular service shall be discarded or recycled through special collection service.~~

27 (Ord. NS-427 § 2 (part), 1997)

28 **6.08.130 - Shared service allowed.**

~~At the sole discretion of the director, multiple tenants within a single building or complex may be~~
~~allowed to share commercial bin service. Single-family residences and commercial can~~
~~customers shall not be allowed to share service.~~

(Ord. NS-427 § 2 (part), 1997)

6.08.140 - Multiple tenant residential service.

~~Multiple tenant residential complexes shall be allowed to utilize commercial bin service or~~
~~individual can service at the discretion of the owner. Multiple tenant residential complexes~~
~~utilizing individual can service shall be charged the single-family fee per each unit.~~

1 (Ord. NS-427 § 2 (part), 1997)

2 **6.08.150 -- Hauling solid waste.**

3 A. ~~All solid waste, after collection, shall be removed and transported to a solid waste facility.~~

4 B. ~~No person shall haul, carry or transport any solid waste through the city or along or over~~
5 ~~any public street or public place in the city except in water-tight vehicles so that the contents~~
6 ~~thereof are not offensive. Such vehicles shall be so loaded and operated that none of their~~
7 ~~contents falls or spills therefrom, and every vehicle used for such purposes shall be kept in a~~
8 ~~clean and sanitary condition.~~

9 (Ord. NS-427 § 2 (part), 1997)

10 **6.08.160 -- Unauthorized collection (scavenging).**

11 ~~It is unlawful for any person, other than an employee of the authorized collector or an employee~~
12 ~~of the city to collect, remove, or dispose of solid waste (including designated recyclables) in the~~
13 ~~city; provided, however, that nothing contained herein shall prevent the use of garbage disposal~~
14 ~~devices as regulated by the city plumbing code.~~

15 (Ord. NS-427 § 2 (part), 1997)

16 **6.08.170 -- Contracts.**

17 ~~The city may enter into a contract or contracts under such terms or conditions as may be agreed~~
18 ~~upon and as may be seen fit by the city for the collection and disposal of solid waste and~~
19 ~~designated recyclables within the city. No person shall engage in the business of providing solid~~
20 ~~waste services, except as provided in Section 6.08.020(B), within the city without having a valid~~
21 ~~solid waste services contract with the city.~~

22 (Ord. NS-427 § 2 (part), 1997)

23 **6.08.180 -- Rate and fees for service.**

24 ~~The rates and fees to be paid for regular (excluding Section 6.08.110) solid waste services~~
25 ~~rendered shall be those rates and fees as established from time to time by resolution of the City~~
26 ~~Council.~~

27 (Ord. NS-427 § 2 (part), 1997)

28 **6.08.190 -- Payment of fees.**

~~It is unlawful for any person having solid waste (including designated recyclables) collected and~~
~~disposed of as herein provided, to wilfully fail, neglect, or refuse after demand by the city, or its~~
~~duly authorized agent or employee, to pay the fees herein prescribed for services. The city~~
~~and/or authorized collector may seek payment for delinquent accounts by any legal means~~
~~available. In addition to all other remedies available by law or established by this chapter, failure~~
~~to pay after delinquency may result in suspension of service.~~

(Ord. NS-427 § 2 (part), 1997)

6.08.200 -- Liability for payment.

~~The obligation to pay solid waste services fees is upon the legal owner or owners of the~~
~~property served. Nothing in this section, however, shall prevent an arrangement under which~~

1 payments for solid waste services are made by a tenant or tenants, or any agent, on behalf of
2 the owner, provided any such arrangement shall not affect the owner's obligation for payment of
such fees.

3 (Ord. NS-427 § 2 (part), 1997)

4 **6.08.210 – Enforcement.**

5 The director shall be responsible for the enforcement of all provisions of this chapter. Failure to
6 comply with these regulations shall be an infraction. Nothing in these regulations shall prevent
7 the city's authorized agents or deputies from efforts to obtain compliance by way of warning,
notice of violation, educational means or other civil or administrative remedies available under
this code or other applicable law.

8 (Ord. NS-625 § 5, 2002; Ord. NS-427 § 2 (part), 1997)

9 **6.08.220 – Savings clause.**

10 All code provisions, ordinances, and parts of ordinances in conflict with the provisions of this
chapter are repealed. The provisions of this chapter, insofar as they are substantially the same
11 as existing code provisions relating to the same subject matter shall be construed as
restatements and continuations thereof and not as new enactments. With respect, however, to
12 violations, rights accrued, liabilities accrued, or appeals taken, prior to the effective date of the
ordinance codified in this chapter, under any chapter, ordinance, or part of an ordinance hereby
13 otherwise repealed, all provisions of such chapter, ordinance, or part of an ordinance shall be
deemed to remain in full force for the purpose of sustaining any proper suit, action, or other
14 proceedings, with respect to any such violation, right, liability or appeal.

15 (Ord. NS-427 § 2 (part), 1997)

16 SECTION 2: That Chapter 6.08 of the Carlsbad Municipal Code is enacted in its entirety
17 and reads as follows:

18 **Chapter 6.08 SOLID WASTE**

19 **Sections:**

20 6.08.010 Definitions.

21 6.08.020 Required solid waste/ recyclable materials/green waste handling.

22 6.08.030 Containers generally.

23 6.08.040 Cleanliness of solid waste containers.

24 6.08.045 Cleanliness of solid waste container areas or enclosures.

25 6.08.050 Solid waste containers to be kept covered.

26 6.08.060 Residential solid waste carts-Maximum weight.

27 6.08.070 Maximum residential collection.

28 6.08.080 Placement of residential carts for collection.

6.08.090 Timing of placement of residential carts for collection.

6.08.100 Unlawful placement of solid waste.

6.08.110 Unhindered access to containers.

6.08.120 Special collection service.

6.08.130 Bulky item collection.

6.08.140 Shared service allowed.

6.08.150 Multiple tenant residential service.

6.08.160 Hauling solid waste.

1 6.08.170 Unauthorized collection (scavenging).
2 6.08.180 Contracts.
3 6.08.190 Rate and fees for service.
4 6.08.200 Payment of fees.
5 6.08.210 Liability for payment.
6 6.08.220 Enforcement.
7 6.08.230 Savings clause.

8 **6.08.010 Definitions.**

9 A. For purposes of this chapter the following words and phrases shall have the meanings
10 respectively ascribed to them by this section, unless it is obvious from the context that another
11 meaning is intended:

12 1. "Bin" means a metal or rigid plastic container provided by the city or its franchisee with a
13 capacity of less than ten (10) cubic yards, equipped with a lid, and designed for mechanical
14 pick-up by collection vehicles.

15 2. "Bulky Waste" means solid waste that cannot and/or would not typically be
16 accommodated within a cart, such as furniture and appliances. Bulky waste does not
17 include exempt waste.

18 3. "Cart" means a plastic container provided by the city or its franchisee with a hinged lid
19 and wheels serviced by an automated truck with a capacity of no less than 30- and no
20 greater than 101 gallons.

21 4. "City" or "City of Carlsbad" means the incorporated territory of the City of Carlsbad.

22 5. "Commercial solid waste" means solid waste originating from stores, offices and other
23 commercial sources, but does not include construction or demolition waste.

24 6. "Compost" means the product resulting from the controlled biological decomposition of
25 organic wastes that are source separated from the municipal solid waste stream, or which
26 are separated at a centralized facility.

27 7. "Construction and Demolition waste" means Solid Waste generated at a premises that is
28 directly related to construction, remodeling, repair or demolition activities occurring thereon.

29 8. "Container" means collectively the carts, bins or roll-off box furnished by the city or
30 franchisee used for storage of solid waste, recyclables and green waste prior to collection.

31 9. "Director" means the City's Utilities Director or his/her designee, or other City
32 department director as designated by the City Manager.

33 10. "Exempt Waste" means biohazardous or biomedical waste, hazardous waste, sludge,
34 designated waste, stable matter, waste tires, liquid wastes, green waste or lumber that is
35 more than four (4) feet in length in its longest dimension or two (2) feet in diameter,
36 automobiles, automobile parts, boats, boat parts, trailers, internal combustion engines, lead-
37 acid batteries, and those wastes under the control of the Nuclear Regulatory Commission.

38 11. "Franchisee" means any person, persons firm or corporation to whom a franchise has
39 been granted by the City for the collection, processing, recycling and disposal of solid waste.

40 12. "Green waste" means any vegetative matter resulting from normal yard and landscaping
41 maintenance that is not more than four (4) feet in its longest dimension or six (6) inches in
42 diameter. Green Waste includes plant debris, such as grass clippings, leaves, pruning,
43 weeds, branches, brush, Holiday trees, and other forms of organic waste that is generated
44 at the premises wherein the Green Waste is collected. Green Waste does not include
45 materials not normally produced from gardens or landscape areas, such as brick, rock,
46 gravel, large quantities of dirt, concrete, sod, non-organic wastes, oil, and painted or treated
47 wood products.

48 13. "Person" includes any person, firm, association, organization, partnership, business
49 trust, joint venture, corporation, or company and includes the United States, the State of
50 California, the County of San Diego, the City of Carlsbad, cities, districts, and any officer or
51 agency thereof.

14. "Pollutants" means and includes, but is not limited to, solid waste, sewage, garbage, medical waste, wrecked or discarded equipment, radioactive materials, dredged spoil, rock, sand, sediment, silt, industrial waste, and any organic or inorganic substance defined as a pollutant under 40 C.F.R. 122.2 whose presence degrades the quality of the receiving waters in violation of basin plan and California ocean plan standards such as fecal coliform, fecal streptococcus, enterococcus, volatile organic carbon, surfactants, oil and grease, petroleum hydrocarbons, total organic carbon, lead, copper, chromium, cadmium, silver, nickel, zinc, cyanides, phenols, fertilizers, pesticides, herbicides and other biocides. A pollutant also includes any contaminant which degrades the quality of the receiving waters in violation of basin plan and California ocean plan standards by altering any of the following parameters: pH, total suspended and settleable solids, biochemical oxygen demand (BOD), chemical oxygen demand (COD), nutrients, temperature, and other narrative standards of the basin plan.

15. "Recyclable materials" means those materials that are recyclable and/or reusable. Recyclable materials include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding ten (10) pounds in weight nor two (2) feet in any dimension for any single item); steel including "tin" cans and small scrap (not exceeding ten (10) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; mixed plastics including, but not limited to, plastic containers (1-7), and bottles including containers made of HDPE, LDPE, PET, or PVC; and aseptic containers. Polystyrene peanuts and film plastic, including plastic bags are specifically excluded from collection and processing.

16. "Solid Waste" means all discarded putrescible and non-putrescible solid, semisolid, and liquid wastes, including refuse, construction and demolition waste, bulky waste, recyclable materials, and green waste, food waste, or any combination thereof which are permitted to be disposed of in a Class III landfill, and which are included in the definition of "Non-Hazardous Solid Waste" set forth in the California Code of Regulations. Solid Waste does not include exempt waste.

17. "Roll-off box" means a metal container with a capacity of ten (10) or more cubic yards that is normally loaded onto a motor vehicle.

18. "Solid waste facility" means a solid waste transfer or processing station, a composting facility, a transformation facility, or a disposal facility as approved by the city.

19. "Solid Waste Service" means the collection, transport and disposal of solid waste and recyclable materials, including green waste.

20. "Storm water" means surface runoff and drainage associated with storm events that flows across a surface to the storm water conveyance system or receiving waters. For the purposes of this chapter, storm water runoff and drainage from areas that are in a natural state, have not been significantly disturbed or altered, either directly or indirectly, as a result of human activity, and the character and type of pollutants naturally appearing in the runoff have not been significantly altered, either directly or indirectly, as a result of human activity, shall be considered "unpolluted" and shall satisfy the definition of "storm water" in this chapter.

21. "Storm water conveyance system" means private, natural and publicly owned facilities within the City of Carlsbad by which storm water may be conveyed to receiving waters of the United States, including any roads with drainage systems, streets, catch basins, curbs, gutters, ditches, pipes, natural and man-made channels or storm drains.

B. Any term that is defined by Division 30 (Waste Management) of the California Public Resources Code (commencing with Section 4000) that is used but not otherwise defined in this chapter shall have the meaning established by the Public Resources Code, to the extent meaning is not inconsistent with the context of the usage in this chapter and does not conflict with the approved franchise.

1
2 **6.08.020 Required solid waste/recyclable materials/green waste handling.**

3 A. Every person in possession, charge or control of any place or premises in the city in, upon,
4 or from which solid waste, recyclable materials, or green waste are created, produced or
5 accumulated shall:

- 6 1. Dispose of such solid waste through the regular solid waste service of the city or its
7 franchisee; and
8 2. First segregate from solid waste and dispose of recyclable materials and green waste in
9 recycling and green waste containers, as appropriate; and
10 3. Pay therefor the fee or fees hereinafter established.

11 B. The collection of solid waste shall occur at least once per week.

12 C. Exceptions.

- 13 1. If the franchisee is unable to reasonably provide service to the premises, the property
14 owner shall make arrangements to dispose of his/her/its own solid waste, recyclable
15 materials, and green waste at a solid waste facility.
16 2. Nothing in this chapter limits the right of any person to donate, sell, or otherwise dispose
17 of his/her/its recyclable materials prior to placing said recyclable materials in recyclable
18 containers.

19 **6.08.030 Containers generally.**

20 A. No person shall deposit, keep or accumulate any solid waste in or upon any public or
21 private premises unless enclosed in containers. Such containers shall be provided by the
22 franchisee. The containers will remain the property of the franchisee. Every person occupying
23 or having control of any such premises shall insure that a sufficient number of containers are
24 available to properly store all solid waste generated at said premises.

25 B. No person shall deposit, keep or accumulate any recyclable materials in or upon any public
26 or private premises unless enclosed within a recyclable container.

27 C. Such containers shall be kept in the rear or on the side of the premises or in designated
28 enclosures, except as provided in Sections 6.08.080, or as approved by the director.

6.08.040 Cleanliness of solid waste containers.

No person shall allow grease or decomposing material to accumulate in the interior or on the
exterior of a solid waste container. No person shall allow water or other liquids to accumulate in
the bottom of a solid waste container in excess of a depth of one inch.

6.08.045 Cleanliness of solid waste container areas or enclosures.

No person shall allow pollutants or liquids to accumulate around or on solid waste enclosures or
around and/or under solid waste containers such that storm water will carry these pollutants or
liquids to the storm water conveyance system.

6.08.050 Solid waste containers to be kept covered.

No person shall permit a solid waste container to remain uncovered or open, or in such
condition that flies or vermin may obtain access thereto, except when necessary to place solid
waste therein or remove solid waste therefrom, and when the cover is removed therefrom for
such purposes it shall be immediately replaced.

1 **6.08.060 Residential solid waste carts --Maximum weight.**

2 Residential solid waste carts, when placed for collection, shall not be at a weight greater than
3 the cart manufacturer's recommended maximum weight.

4 **6.08.070 Maximum residential collection.**

5 Solid waste, recyclable materials and green waste, when placed for collection, shall fit entirely
6 within the confines of the carts with lids securely shut. The franchisee shall not be obligated to
7 collect solid waste, recyclable materials or green waste that is placed outside of said carts.
8 Households requiring additional service shall arrange for special collection.

9 **6.08.080 Placement of residential carts for collection.**

10 Solid waste, recyclable materials and green waste carts from single-family residential units shall
11 be placed in the street with the wheels against the curb, or if no such curb exists, within the
12 gutter of the public street; in the event that the solid waste, recyclable materials and green
13 waste are to be collected from a public alley, the carts shall be placed within five feet of the
14 edge of the right-of-way of such alley. Carts shall be positioned with handles facing away from
15 the street or right-of-way. Carts must be placed at least two feet away from obstacles such as
16 trees, vehicles and mailboxes, one foot away from other carts, and clear from any overhead
17 obstructions such as tree limbs.

18 **6.08.090 Timing of placement of residential carts for collection.**

19 Solid waste, recyclable materials and green waste carts must be placed for collection between
20 the hours of 6:00 p.m. on the day prior to collection and 6:00 a.m. of the day of collection. Carts
21 shall be removed no later than 12:00 a.m. of the day of collection.

22 **6.08.100 Unlawful placement of solid waste.**

23 No person shall deposit or place any solid waste anywhere other than in an approved solid
24 waste container under his or her control. Further, no person shall abandon, store, bury, and/or
25 burn solid waste on public or private premises, with or without the property owner's permission,
26 except at an authorized solid waste facility.

27 **6.08.110 Unhindered access to containers.**

28 It is unlawful for any person within the city to hinder access of the franchisee to the solid waste,
29 recyclable materials or green waste containers.

30 **6.08.120 Special collection service.**

31 The franchisee shall provide for the collection of any solid waste, recyclable material or green
32 waste which requires special collection. If the special service is not identified in the city's
33 contract with the franchisee, the franchisee shall provide the service at a rate mutually agreed
34 upon by the customer and the franchisee. Customers shall contract the city's franchisee to
35 arrange for such services.

36 **6.08.130 Bulky Waste collection.**

37 Bulky waste shall be discarded or recycled through special collection service.

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1 **6.08.140 Shared service allowed.**

2 Multiple tenants within a single building or complex may be allowed to share bin service.
3 Customers utilizing carts shall not be allowed to share service, except at the sole discretion of
4 the director.

4 **6.08.150 Multiple tenant residential service.**

5 Multiple tenant residential complexes shall be allowed to utilize bin service or individual cart
6 service at the discretion of the owner or property manager. Multiple tenant residential
7 complexes utilizing individual cart service shall be charged the single-family fee per each unit.

7 **6.08.160 Hauling solid waste.**

8 A. All solid waste, after collection, shall be removed and transported to a solid waste facility.
9 B. No person shall haul, carry or transport any solid waste through the city or along or over any
10 public street or public place in the city except in water-tight vehicles so that the contents thereof
11 are not offensive. Such vehicles shall be so loaded and operated that none of their contents falls
12 or spills therefrom, and every vehicle used for such purposes shall be kept in a clean and
13 sanitary condition.

12 **6.08.170 Unauthorized collection (scavenging).**

13 It is unlawful for any person, other than an employee of the franchisee or an employee of the
14 city to collect, remove, or dispose of solid waste (including recyclable materials) in the city;
15 provided, however, that nothing contained herein shall prevent the use of garbage disposal
16 devices as regulated by the city plumbing code.

15 **6.08.180 Contracts.**

16 The city may enter into a contract or contracts under such terms or conditions as may be agreed
17 upon and as may be seen fit by the city for the collection and disposal of solid waste, recyclable
18 materials and green waste within the city. No person shall engage in the business of providing
19 solid waste services, except as provided in Section 6.08.020(C), within the city without having a
20 valid solid waste services contract with the city.

19 **6.08.190 Rate and fees for service.**

20 The rates and fees to be paid for regular (excluding Section 6.08.120) solid waste services
21 rendered shall be those rates and fees as established from time to time by resolution of the City
22 Council.

22 **6.08.200 Payment of fees.**

23 It is unlawful for any person having solid waste collected and disposed of as herein provided, to
24 wilfully fail, neglect, or refuse after demand by the city, or its duly authorized agent or employee,
25 to pay the fees herein prescribed for services. The city and/or franchisee may seek payment for
26 delinquent accounts by any legal means available. In addition to all other remedies available by
27 law or established by this chapter, failure to pay after delinquency may result in suspension of
28 service.

1 **6.08.210 Liability for payment.**

2 The obligation to pay solid waste services fees is upon the legal owner or owners of the
3 property served. Nothing in this section, however, shall prevent an arrangement under which
4 payments for solid waste services are made by a tenant or tenants, or any agent, on behalf of
5 the owner, provided any such arrangement shall not affect the owner's obligation for payment of
6 such fees.

7 **6.08.220 Enforcement.**

8 The director shall be responsible for the enforcement of all provisions of this chapter. Failure to
9 comply with these regulations shall be an infraction. Nothing in these regulations shall prevent
10 the city's authorized agents or deputies from efforts to obtain compliance by way of warning,
11 notice of violation, educational means or other civil or administrative remedies available under
12 this code or other applicable law.

13 **6.08.230 Savings clause.**

14 All code provisions, ordinances, and parts of ordinances in conflict with the provisions of this
15 chapter are repealed. The provisions of this chapter, insofar as they are substantially the same
16 as existing code provisions relating to the same subject matter shall be construed as
17 restatements and continuations thereof and not as new enactments. With respect, however, to
18 violations, rights accrued, liabilities accrued, or appeals taken, prior to the effective date of the
19 ordinance codified in this chapter, under any chapter, ordinance, or part of an ordinance hereby
20 otherwise repealed, all provisions of such chapter, ordinance, or part of an ordinance shall be
21 deemed to remain in full force for the purpose of sustaining any proper suit, action, or other
22 proceedings, with respect to any such violation, right, liability or appeal.

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EFFECTIVE DATE: This ordinance shall be effective thirty days after its adoption;
and the city clerk shall certify the adoption of this ordinance and cause it to be published at least
once in a newspaper of general circulation in the City of Carlsbad within fifteen days after its
adoption.

INTRODUCED AND FIRST READ at a regular meeting of the Carlsbad City
Council on the _____ day of _____, 2012, and thereafter

PASSED AND ADOPTED at a regular meeting of the City Council of the City of
Carlsbad on the _____ day of _____, 2012, by the following vote, to wit:

AYES:
NOES:
ABSENT:

APPROVED AS TO FORM AND LEGALITY:

RONALD R. BALL, City Attorney

MATT HALL, Mayor

ATTEST:

LORRAINE M. WOOD, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CARLSBAD, CALIFORNIA, REPEALING CHAPTER 6.08 OF THE
CARLSBAD MUNICIPAL CODE REGULATING SOLID WASTE,
AND ADOPTING CHAPTER 6.08 OF THE CARLSBAD
MUNICIPAL CODE REGULATING SOLID WASTE.

The City Council of the City of Carlsbad, California, does ordain as follows:

SECTION 1: That existing Chapter 6.08 of the Carlsbad Municipal Code is repealed in
its entirety:

SECTION 2: That a new Chapter 6.08 of the Carlsbad Municipal Code is enacted in its
entirety and reads as follows:

Chapter 6.08 SOLID WASTE

Sections:

- 6.08.010 Definitions.
- 6.08.020 Required solid waste/ recyclable materials/green waste handling.
- 6.08.030 Containers generally.
- 6.08.040 Cleanliness of solid waste containers.
- 6.08.045 Cleanliness of solid waste container areas or enclosures.
- 6.08.050 Solid waste containers to be kept covered.
- 6.08.060 Residential solid waste carts-Maximum weight.
- 6.08.070 Maximum residential collection.
- 6.08.080 Placement of residential carts for collection.
- 6.08.090 Timing of placement of residential carts for collection.
- 6.08.100 Unlawful placement of solid waste.
- 6.08.110 Unhindered access to containers.
- 6.08.120 Special collection service.
- 6.08.130 Bulky item collection.
- 6.08.140 Shared service allowed.
- 6.08.150 Multiple tenant residential service.
- 6.08.160 Hauling solid waste.
- 6.08.170 Unauthorized collection (scavenging).
- 6.08.180 Contracts.
- 6.08.190 Rate and fees for service.
- 6.08.200 Payment of fees.
- 6.08.210 Liability for payment.
- 6.08.220 Enforcement.
- 6.08.230 Savings clause.

6.08.010 Definitions.

A. For purposes of this chapter the following words and phrases shall have the meanings respectively ascribed to them by this section, unless it is obvious from the context that another meaning is intended:

1. "Bin" means a metal or rigid plastic container provided by the city or its franchisee with a capacity of less than ten (10) cubic yards, equipped with a lid, and designed for mechanical pick-up by collection vehicles.
2. "Bulky Waste" means solid waste that cannot and/or would not typically be accommodated within a cart, such as furniture and appliances. Bulky waste does not include exempt waste.
3. "Cart" means a plastic container provided by the city or its franchisee with a hinged lid and wheels serviced by an automated truck with a capacity of no less than 30- and no greater than 101 gallons.
4. "City" or "City of Carlsbad" means the incorporated territory of the City of Carlsbad.
5. "Commercial solid waste" means solid waste originating from stores, offices and other commercial sources, but does not include construction or demolition waste.
6. "Compost" means the product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility.
7. "Construction and Demolition waste" means Solid Waste generated at a premises that is directly related to construction, remodeling, repair or demolition activities occurring thereon.
8. "Container" means collectively the carts, bins or roll-off box furnished by the city or franchisee used for storage of solid waste, recyclables and green waste prior to collection.
9. "Director" means the City's Utilities Director or his/her designee, or other City department director as designated by the City Manager.
10. "Exempt Waste" means biohazardous or biomedical waste, hazardous waste, sludge, designated waste, stable matter, waste tires, liquid wastes, green waste or lumber that is more than four (4) feet in length in its longest dimension or two (2) feet in diameter, automobiles, automobile parts, boats, boat parts, trailers, internal combustion engines, lead-acid batteries, and those wastes under the control of the Nuclear Regulatory Commission.
11. "Franchisee" means any person, persons firm or corporation to whom a franchise has been granted by the City for the collection, processing, recycling and disposal of solid waste.
12. "Green waste" means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than four (4) feet in its longest dimension or six (6) inches in diameter. Green Waste includes plant debris, such as grass clippings, leaves, pruning, weeds, branches, brush, Holiday trees, and other forms of organic waste that is generated at the premises wherein the Green Waste is collected. Green Waste does not include materials not normally produced from gardens or landscape areas, such as brick, rock, gravel, large quantities of dirt, concrete, sod, non-organic wastes, oil, and painted or treated wood products.
13. "Person" includes any person, firm, association, organization, partnership, business trust, joint venture, corporation, or company and includes the United States, the State of California, the County of San Diego, the City of Carlsbad, cities, districts, and any officer or agency thereof.
14. "Pollutants" means and includes, but is not limited to, solid waste, sewage, garbage, medical waste, wrecked or discarded equipment, radioactive materials, dredged spoil, rock, sand, sediment, silt, industrial waste, and any organic or inorganic substance defined as a pollutant under 40 C.F.R. 122.2 whose presence degrades the quality of the receiving waters in violation of basin plan and California ocean plan standards such as fecal coliform, fecal streptococcus, enterococcus, volatile organic carbon, surfactants, oil and grease, petroleum hydrocarbons, total organic carbon, lead, copper, chromium, cadmium, silver, nickel, zinc, cyanides, phenols, fertilizers, pesticides, herbicides and other biocides. A pollutant also includes any contaminant which degrades the quality of the receiving waters in violation of basin plan and California ocean plan standards by altering any of the following parameters: pH, total suspended and settleable solids, biochemical oxygen demand (BOD), chemical oxygen demand (COD), nutrients, temperature, and other narrative standards of the basin plan.

1 15. "Recyclable materials" means those materials that are recyclable and/or reusable.
2 Recyclable materials include: newsprint (including inserts); mixed paper (including
3 magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and
4 paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass
5 containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding
6 ten (10) pounds in weight nor two (2) feet in any dimension for any single item); steel
7 including "tin" cans and small scrap (not exceeding ten (10) pounds in weight nor two (2)
8 feet in any dimension for any single item); bimetal containers; mixed plastics including, but
9 not limited to, plastic containers (1-7), and bottles including containers made of HDPE,
10 LDPE, PET, or PVC; and aseptic containers. Polystyrene peanuts and film plastic, including
11 plastic bags are specifically excluded from collection and processing.

12 16. "Solid Waste" means all discarded putrescible and non-putrescible solid, semisolid, and
13 liquid wastes, including refuse, construction and demolition waste, bulky waste, recyclable
14 materials, and green waste, food waste, or any combination thereof which are permitted to
15 be disposed of in a Class III landfill, and which are included in the definition of "Non-
16 Hazardous Solid Waste" set forth in the California Code of Regulations. Solid Waste does
17 not include exempt waste.

18 17. "Roll-off box" means a metal container with a capacity of ten (10) or more cubic yards
19 that is normally loaded onto a motor vehicle.

20 18. "Solid waste facility" means a solid waste transfer or processing station, a composting
21 facility, a transformation facility, or a disposal facility as approved by the city.

22 19. "Solid Waste Service" means the collection, transport and disposal of solid waste and
23 recyclable materials, including green waste.

24 20. "Storm water" means surface runoff and drainage associated with storm events that
25 flows across a surface to the storm water conveyance system or receiving waters. For the
26 purposes of this chapter, storm water runoff and drainage from areas that are in a natural
27 state, have not been significantly disturbed or altered, either directly or indirectly, as a result
28 of human activity, and the character and type of pollutants naturally appearing in the runoff
have not been significantly altered, either directly or indirectly, as a result of human activity,
shall be considered "unpolluted" and shall satisfy the definition of "storm water" in this
chapter.

21 21. "Storm water conveyance system" means private, natural and publicly owned facilities
22 within the City of Carlsbad by which storm water may be conveyed to receiving waters of the
23 United States, including any roads with drainage systems, streets, catch basins, curbs,
24 gutters, ditches, pipes, natural and man-made channels or storm drains.

25 B. Any term that is defined by Division 30 (Waste Management) of the California Public
26 Resources Code (commencing with Section 4000) that is used but not otherwise defined in this
27 chapter shall have the meaning established by the Public Resources Code, to the extent
28 meaning is not inconsistent with the context of the usage in this chapter and does not conflict
with the approved franchise.

22 **6.08.020 Required solid waste/recyclable materials/green waste handling.**

23 A. Every person in possession, charge or control of any place or premises in the city in, upon,
24 or from which solid waste, recyclable materials, or green waste are created, produced or
25 accumulated shall:

26 1. Dispose of such solid waste through the regular solid waste service of the city or its
27 franchisee; and

28 2. First segregate from solid waste and dispose of recyclable materials and green waste in
recycling and green waste containers, as appropriate; and

3. Pay therefor the fee or fees hereinafter established.

B. The collection of solid waste shall occur at least once per week.

C. Exceptions.

- 1 1. If the franchisee is unable to reasonably provide service to the premises, the property
2 owner shall make arrangements to dispose of his/her/its own solid waste, recyclable
3 materials, and green waste at a solid waste facility.
4 2. Nothing in this chapter limits the right of any person to donate, sell, or otherwise dispose
5 of his/her/its recyclable materials prior to placing said recyclable materials in recyclable
6 containers.

7
8 **6.08.030 Containers generally.**

- 9 A. No person shall deposit, keep or accumulate any solid waste in or upon any public or
10 private premises unless enclosed in containers. Such containers shall be provided by the
11 franchisee. The containers will remain the property of the franchisee. Every person occupying or
12 having control of any such premises shall insure that a sufficient number of containers are
13 available to properly store all solid waste generated at said premises.
14 B. No person shall deposit, keep or accumulate any recyclable materials in or upon any public
15 or private premises unless enclosed within a recyclable container.
16 C. Such containers shall be kept in the rear or on the side of the premises or in designated
17 enclosures, except as provided in Sections 6.08.080, or as approved by the director.

18 **6.08.040 Cleanliness of solid waste containers.**

19 No person shall allow grease or decomposing material to accumulate in the interior or on the
20 exterior of a solid waste container. No person shall allow water or other liquids to accumulate in
21 the bottom of a solid waste container in excess of a depth of one inch.

22 **6.08.045 Cleanliness of solid waste container areas or enclosures.**

23 No person shall allow pollutants or liquids to accumulate around or on solid waste enclosures or
24 around and/or under solid waste containers such that storm water will carry these pollutants or
25 liquids to the storm water conveyance system.

26 **6.08.050 Solid waste containers to be kept covered.**

27 No person shall permit a solid waste container to remain uncovered or open, or in such
28 condition that flies or vermin may obtain access thereto, except when necessary to place solid
waste therein or remove solid waste therefrom, and when the cover is removed therefrom for
such purposes it shall be immediately replaced.

6.08.060 Residential solid waste carts --Maximum weight.

Residential solid waste carts, when placed for collection, shall not be at a weight greater than
the cart manufacturer's recommended maximum weight.

6.08.070 Maximum residential collection.

Solid waste, recyclable materials and green waste, when placed for collection, shall fit entirely
within the confines of the carts with lids securely shut. The franchisee shall not be obligated to
collect solid waste, recyclable materials or green waste that is placed outside of said carts.
Households requiring additional service shall arrange for special collection.

6.08.080 Placement of residential carts for collection.

1 Solid waste, recyclable materials and green waste carts from single-family residential units shall
2 be placed in the street with the wheels against the curb, or if no such curb exists, within the
3 gutter of the public street; in the event that the solid waste, recyclable materials and green
4 waste are to be collected from a public alley, the carts shall be placed within five feet of the
5 edge of the right-of-way of such alley. Carts shall be positioned with handles facing away from
6 the street or right-of-way. Carts must be placed at least two feet away from obstacles such as
7 trees, vehicles and mailboxes, one foot away from other carts, and clear from any overhead
8 obstructions such as tree limbs.

9 **6.08.090 Timing of placement of residential carts for collection.**

10 Solid waste, recyclable materials and green waste carts must be placed for collection between
11 the hours of 6:00 p.m. on the day prior to collection and 6:00 a.m. of the day of collection. Carts
12 shall be removed no later than 12:00 a.m. of the day of collection.

13 **6.08.100 Unlawful placement of solid waste.**

14 No person shall deposit or place any solid waste anywhere other than in an approved solid
15 waste container under his or her control. Further, no person shall abandon, store, bury, and/or
16 burn solid waste on public or private premises, with or without the property owner's permission,
17 except at an authorized solid waste facility.

18 **6.08.110 Unhindered access to containers.**

19 It is unlawful for any person within the city to hinder access of the franchisee to the solid waste,
20 recyclable materials or green waste containers.

21 **6.08.120 Special collection service.**

22 The franchisee shall provide for the collection of any solid waste, recyclable material or green
23 waste which requires special collection. If the special service is not identified in the city's
24 contract with the franchisee, the franchisee shall provide the service at a rate mutually agreed
25 upon by the customer and the franchisee. Customers shall contract the city's franchisee to
26 arrange for such services.

27 **6.08.130 Bulky Waste collection.**

28 Bulky waste shall be discarded or recycled through special collection service.

6.08.140 Shared service allowed.

Multiple tenants within a single building or complex may be allowed to share bin service.
Customers utilizing carts shall not be allowed to share service, except at the sole discretion of
the director.

6.08.150 Multiple tenant residential service.

Multiple tenant residential complexes shall be allowed to utilize bin service or individual cart
service at the discretion of the owner or property manager. Multiple tenant residential
complexes utilizing individual cart service shall be charged the single-family fee per each unit.

6.08.160 Hauling solid waste.

- 1 A. All solid waste, after collection, shall be removed and transported to a solid waste facility.
2 B. No person shall haul, carry or transport any solid waste through the city or along or over any
3 public street or public place in the city except in water-tight vehicles so that the contents thereof
4 are not offensive. Such vehicles shall be so loaded and operated that none of their contents falls
5 or spills therefrom, and every vehicle used for such purposes shall be kept in a clean and
6 sanitary condition.

7
8 **6.08.170 Unauthorized collection (scavenging).**

9 It is unlawful for any person, other than an employee of the franchisee or an employee of the
10 city to collect, remove, or dispose of solid waste (including recyclable materials) in the city;
11 provided, however, that nothing contained herein shall prevent the use of garbage disposal
12 devices as regulated by the city plumbing code.

13
14 **6.08.180 Contracts.**

15 The city may enter into a contract or contracts under such terms or conditions as may be agreed
16 upon and as may be seen fit by the city for the collection and disposal of solid waste, recyclable
17 materials and green waste within the city. No person shall engage in the business of providing
18 solid waste services, except as provided in Section 6.08.020(C), within the city without having a
19 valid solid waste services contract with the city.

20
21 **6.08.190 Rate and fees for service.**

22 The rates and fees to be paid for regular (excluding Section 6.08.120) solid waste services
23 rendered shall be those rates and fees as established from time to time by resolution of the City
24 Council.

25
26 **6.08.200 Payment of fees.**

27 It is unlawful for any person having solid waste collected and disposed of as herein provided, to
28 wilfully fail, neglect, or refuse after demand by the city, or its duly authorized agent or employee,
to pay the fees herein prescribed for services. The city and/or franchisee may seek payment for
delinquent accounts by any legal means available. In addition to all other remedies available by
law or established by this chapter, failure to pay after delinquency may result in suspension of
service.

6.08.210 Liability for payment.

The obligation to pay solid waste services fees is upon the legal owner or owners of the
property served. Nothing in this section, however, shall prevent an arrangement under which
payments for solid waste services are made by a tenant or tenants, or any agent, on behalf of
the owner, provided any such arrangement shall not affect the owner's obligation for payment of
such fees.

6.08.220 Enforcement.

The director shall be responsible for the enforcement of all provisions of this chapter. Failure to
comply with these regulations shall be an infraction. Nothing in these regulations shall prevent
the city's authorized agents or deputies from efforts to obtain compliance by way of warning,
notice of violation, educational means or other civil or administrative remedies available under
this code or other applicable law.

22

1 **6.08.230 Savings clause.**

2 All code provisions, ordinances, and parts of ordinances in conflict with the provisions of this
3 chapter are repealed. The provisions of this chapter, insofar as they are substantially the same
4 as existing code provisions relating to the same subject matter shall be construed as
5 restatements and continuations thereof and not as new enactments. With respect, however, to
6 violations, rights accrued, liabilities accrued, or appeals taken, prior to the effective date of the
 ordinance codified in this chapter, under any chapter, ordinance, or part of an ordinance hereby
 otherwise repealed, all provisions of such chapter, ordinance, or part of an ordinance shall be
 deemed to remain in full force for the purpose of sustaining any proper suit, action, or other
 proceedings, with respect to any such violation, right, liability or appeal.

7 EFFECTIVE DATE: This ordinance shall be effective thirty days after its adoption;
8 and the city clerk shall certify the adoption of this ordinance and cause it to be published at least
9 once in a newspaper of general circulation in the City of Carlsbad within fifteen days after its
10 adoption.

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INTRODUCED AND FIRST READ at a regular meeting of the Carlsbad City Council on the _____ day of _____, 2012, and thereafter

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Carlsbad on the _____ day of _____, 2012, by the following vote, to wit:

AYES:
NOES:
ABSENT:

APPROVED AS TO FORM AND LEGALITY:

RONALD R. BALL, City Attorney

MATT HALL, Mayor

ATTEST:

LORRAINE M. WOOD, City Clerk

23



CITY OF CARLSBAD – AGENDA BILL

11

AB# 20,894	ESTABLISH ALL WAY STOP CONTROL ON PASEO ALISO AT ITS INTERSECTION WITH VIA ADELFA	DEPT. DIRECTOR
MTG. 5/8/12		CITY ATTORNEY
DEPT. Clerk		CITY MANAGER

RECOMMENDED ACTION:

Adopt Ordinance No. CS-179, amending Title 10, Chapter 10.28 of the Carlsbad Municipal Code to require stops on Paseo Aliso at its intersection with Via Adelfa.

Ordinance No. CS-179 was introduced and first read at the City Council meeting held on April 24, 2012. The second reading allows the City Council to adopt the ordinance which will become effective thirty days after adoption. The City Clerk's Office will have the ordinance published within fifteen days, if adopted.

FISCAL IMPACT:

See AB #20,875 on file in the Office of the City Clerk.

ENVIRONMENTAL IMPACT:

Pursuant to Public Resources Code section 21065, this action does not constitute a "project" within the meaning of CEQA in that it has not potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

EXHIBIT:

1. Ordinance No. CS-179.

DEPARTMENT CONTACT: Karen Kundtz 760-434-2808 Karen.Kundtz@carlsbadca.gov

FOR CITY CLERKS USE ONLY

COUNCIL ACTION:	APPROVED	<input type="checkbox"/>	CONTINUED TO DATE SPECIFIC	<input type="checkbox"/>
	DENIED	<input type="checkbox"/>	CONTINUED TO DATE UNKNOWN	<input type="checkbox"/>
	CONTINUED	<input type="checkbox"/>	RETURNED TO STAFF	<input type="checkbox"/>
	WITHDRAWN	<input type="checkbox"/>	OTHER – SEE MINUTES	<input type="checkbox"/>
	AMENDED	<input type="checkbox"/>		

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ORDINANCE NO. CS-179

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AMENDING TITLE 10, CHAPTER 10.28 OF THE CARLSBAD MUNICIPAL CODE TO REQUIRE STOPS ON PASEO ALISO AT ITS INTERSECTION WITH VIA ADELFA.

The City Council of the City of Carlsbad, California, hereby ordains as follows:

SECTION 1: That Title 10, Chapter 10.28 of the Carlsbad Municipal Code is amended by the revision of Section 10.28.570 to read as follows:

"10.28.570 – Paseo Aliso. Drivers shall stop where the following described street intersects Paseo Aliso:

Camino Robledo
Via Adelfa"

SECTION 2: That Title 10, Chapter 10.28 of the Carlsbad Municipal Code is amended by the addition of Section 10.28.973 to read as follows:

"10.28.973 – Via Adelfa. Drivers shall stop where the following described street intersects Via Adelfa:

Paseo Aliso"

SECTION 3: That Title 10, Chapter 10.28 of the Carlsbad Municipal Code is amended by the deletion of Section 10.28.580.

EFFECTIVE DATE: This ordinance shall be effective thirty (30) days after its adoption; and the City Clerk shall certify the adoption of this ordinance and cause it to be published at least once in a newspaper of general circulation in the City of Carlsbad within fifteen (15) days after its adoption.

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1 INTRODUCTION AND FIRST READ at a Regular Meeting of the Carlsbad City Council on
2 the 24th day of April 2012, and thereafter.

3 PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the
4 City of Carlsbad on the day of 2012 by the following vote to wit:

5
6 AYES: Council Members.

7 NOES:

8 ABSENT:

9 ABSTAIN:

10
11 APPROVED AS TO FORM AND LEGALITY

12
13
14 RONALD R. BALL, City Attorney

15
16 MATT HALL, Mayor

17
18 ATTEST:

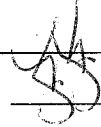
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20 LORRAINE M. WOOD, City Clerk

21 (SEAL)
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CITY OF CARLSBAD – AGENDA BILL

12

AB# 20,895	ESTABLISH ALL WAY STOP CONTROL ON ADAMS STREET AT ITS INTERSECTION WITH HIGHLAND DRIVE	DEPT. DIRECTOR 
MTG. 5/8/12		CITY ATTORNEY
DEPT. Clerk		CITY MANAGER

RECOMMENDED ACTION:

Adopt Ordinance No. CS-180, amending Title 10, Chapter 10.28 of the Carlsbad Municipal Code to require stops on Adams Street at its intersection with Highland Drive.

Ordinance No. CS-180 was introduced and first read at the City Council meeting held on April 24, 2012. The second reading allows the City Council to adopt the ordinance which will become effective thirty days after adoption. The City Clerk's Office will have the ordinance published within fifteen days, if adopted.

FISCAL IMPACT:

See AB #20,876 on file in the Office of the City Clerk.

ENVIRONMENTAL IMPACT:

Pursuant to Public Resources Code section 21065, this action does not constitute a "project" within the meaning of CEQA in that it has not potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

EXHIBIT:

1. Ordinance No. CS-180.

DEPARTMENT CONTACT: Karen Kundtz 760-434-2808 Karen.Kundtz@carlsbadca.gov

FOR CITY CLERKS USE ONLY					
COUNCIL ACTION:	APPROVED	<input type="checkbox"/>	CONTINUED TO DATE SPECIFIC	<input type="checkbox"/>	_____
	DENIED	<input type="checkbox"/>	CONTINUED TO DATE UNKNOWN	<input type="checkbox"/>	
	CONTINUED	<input type="checkbox"/>	RETURNED TO STAFF	<input type="checkbox"/>	
	WITHDRAWN	<input type="checkbox"/>	OTHER – SEE MINUTES	<input type="checkbox"/>	
	AMENDED	<input type="checkbox"/>			

Sketch 1

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ORDINANCE NO. CS-180

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AMENDING TITLE 10, CHAPTER 10.28 OF THE CARLSBAD MUNICIPAL CODE TO REQUIRE STOPS ON ADAMS STREET AT ITS INTERSECTION WITH HIGHLAND DRIVE.

The City Council of the City of Carlsbad, California, hereby ordains as follows:

SECTION 1: That Title 10, Chapter 10.28 of the Carlsbad Municipal Code is amended by the revision of Section 10.28.100 to read as follows:

"10.28.100 – Highland Drive. Drivers shall stop where the following described streets intersect Highland Drive:

- Adams Street
- Arland Road
- Basswood Avenue
- Buena Vista Way
- Carlsbad Village Drive
- Chestnut Avenue
- Chinquapin Avenue
- Elmwood Street
- Forest Avenue
- Hillside Drive
- Magnolia Avenue
- Oak Avenue
- Pine Avenue
- Tamarack Avenue"

EFFECTIVE DATE: This ordinance shall be effective thirty (30) days after its adoption; and the City Clerk shall certify the adoption of this ordinance and cause it to be published at least once in a newspaper of general circulation in the City of Carlsbad within fifteen (15) days after its adoption.

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1 INTRODUCTION AND FIRST READ at a Regular Meeting of the Carlsbad City Council on
2 the 24th day of April 2012, and thereafter

3 PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad,
4 California, on the _____ day of _____, 2012, by the following vote, to wit:

5 AYES:

6 NOES:

7 ABSENT:

8
9 APPROVED AS TO FORM AND LEGALITY:

10
11 _____
12 RONALD R. BALL, City Attorney

13 _____
14 MATT HALL, Mayor


15 ATTEST:

16 _____
17 LORRAINE M. WOOD, City Clerk
18 (SEAL)
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CITY OF CARLSBAD – AGENDA BILL

13

AB# 20,898	ESTABLISH ALL WAY STOP CONTROL ON PIO PICO DRIVE AT ITS INTERSECTION WITH STRATFORD LANE	DEPT. DIRECTOR 
MTG. 5/8/12		CITY ATTORNEY
DEPT. Clerk		CITY MANAGER

RECOMMENDED ACTION:

Adopt Ordinance No. CS-181, amending Title 10, Chapter 10.28 of the Carlsbad Municipal Code to require stops on Pio Pico Drive at its intersection with Stratford Lane.

Ordinance No. CS-181 was introduced and first read at the City Council meeting held on April 24, 2012. The second reading allows the City Council to adopt the ordinance which will become effective thirty days after adoption. The City Clerk's Office will have the ordinance published within fifteen days, if adopted.

FISCAL IMPACT:

See AB #20,877 on file in the Office of the City Clerk.

ENVIRONMENTAL IMPACT:

Pursuant to Public Resources Code section 21065, this action does not constitute a "project" within the meaning of CEQA in that it has not potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

EXHIBIT:

1. Ordinance No. CS-181.

DEPARTMENT CONTACT: Karen Kundtz 760-434-2808 Karen.Kundtz@carlsbadca.gov

FOR CITY CLERKS USE ONLY

COUNCIL ACTION:	APPROVED <input type="checkbox"/>	CONTINUED TO DATE SPECIFIC <input type="checkbox"/>
	DENIED <input type="checkbox"/>	CONTINUED TO DATE UNKNOWN <input type="checkbox"/>
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	WITHDRAWN <input type="checkbox"/>	OTHER – SEE MINUTES <input type="checkbox"/>
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ORDINANCE NO. CS-181

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AMENDING TITLE 10, CHAPTER 10.28 OF THE CARLSBAD MUNICIPAL CODE TO REQUIRE STOPS ON PIO PICO DRIVE AT ITS INTERSECTION WITH STRATFORD LANE.

The City Council of the City of Carlsbad, California, hereby ordains as follows:

SECTION 1: That Title 10, Chapter 10.28 of the Carlsbad Municipal Code is amended by the revision of Section 10.28.230 to read as follows:

"10.28.230 – Pio Pico Drive. Drivers shall stop where the following described streets intersect Pio Pico Drive:

Buena Vista Avenue;
Chestnut Avenue;
Knowles Avenue;
Laguna Drive;
Magnolia Avenue;
Oak Avenue;
Palm Avenue;
Pine Avenue;
Stratford Lane."

SECTION 2: That Title 10, Chapter 10.28 of the Carlsbad Municipal Code is amended by the addition of Section 10.28.974 to read as follows:

"10.28.974 – Stratford Lane. Drivers shall stop where the following described street intersects Stratford Lane:
Pio Pico Drive."

EFFECTIVE DATE: This ordinance shall be effective thirty (30) days after its adoption; and the City Clerk shall certify the adoption of this ordinance and cause it to be published at least once in a newspaper of general circulation in the City of Carlsbad within fifteen (15) days after its adoption.

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1 INTRODUCTION AND FIRST READ at a Regular Meeting of the Carlsbad City Council on
2 the 24th day of April 2012, and thereafter.

3 PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the
4 City of Carlsbad on the day of 2012 by the following vote to wit:

5
6 AYES: Council Members.

7 NOES:

8 ABSENT:

9 ABSTAIN:

10
11 APPROVED AS TO FORM AND LEGALITY

12
13 _____
14 RONALD R. BALL, City Attorney

15
16 _____
17 MATT HALL, Mayor

18 ATTEST:

19
20 _____
21 LORRAINE M. WOOD, City Clerk

22 (SEAL)
23
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CITY OF CARLSBAD – AGENDA BILL

14

AF #	20,896	SDG&E NORTH COAST OPS CENTER RP 11-35	DEPT. DIRECTOR CITY ATTORNEY CITY MANAGER
MTG.	5/8/12		
DEPT.	CED		

RECOMMENDED ACTION:

That the City Council hold a public hearing and **ADOPT** Resolution No. 2012-105 APPROVING Redevelopment Permit RP 11-35 for the SDG&E North Coast Ops Center temporary mobile building for a period of five years.

ITEM EXPLANATION:

Project Application(s)	Administrative Approvals	Planning Commission	City Council
Conditional Use Permit (CUP)		x	
Redevelopment Permit (RP)			x
RA = Recommended Approval x = Final City decision-making authority ✓ = requires Coastal Commission approval			

On March 13, 2012 the City Council received a Community and Economic Development Department Report regarding the processing requirements for the proposed SDG&E North County Operations Center temporary mobile building. The City Council adopted City Council Resolution No. 2012-058 (see Exhibit #3) which allowed the temporary mobile building Conditional Use Permit (CUP) and Redevelopment Permit (RP) to be processed without a comprehensive update to Specific Plan 144.

On April 4, 2012 the Planning Commission conducted a public hearing and approved a five-year Conditional Use Permit, CUP 11-07, and recommended approval (6-0-1) of the Redevelopment Permit (RP 11-35) to allow for the development of a 2,850 square foot temporary mobile building at the SDG&E North Coast Ops Center, located at 5016 Carlsbad Boulevard in the South Carlsbad Coastal Redevelopment Area Plan, the Agua Hedionda Segment of the Carlsbad Local Coastal Program, and Local Facilities Management Zone 3.

One member of the public, Nina Eaton spoke at the Planning Commission public hearing, stating concerns that allowing the SDG&E temporary mobile building to be developed would encourage SDG&E, and also NRG, the power plant neighbor to the north, to remain at their current site for a longer period of time.

FISCAL IMPACT:

No fiscal impacts are associated with this action. The processing of the RP for the operations center has been paid for with the RP application fees.

DEPARTMENT CONTACT: Dan Halverson 760-602-4631; Daniel.Halverson@carlsbadca.gov

FOR CITY CLERKS USE ONLY.

COUNCIL ACTION:	APPROVED	<input type="checkbox"/>	CONTINUED TO DATE SPECIFIC	<input type="checkbox"/>
	DENIED	<input type="checkbox"/>	CONTINUED TO DATE UNKNOWN	<input type="checkbox"/>
	CONTINUED	<input type="checkbox"/>	RETURNED TO STAFF	<input type="checkbox"/>
	WITHDRAWN	<input type="checkbox"/>	OTHER – SEE MINUTES	<input type="checkbox"/>
	AMENDED	<input type="checkbox"/>		

ENVIRONMENTAL IMPACT:

The City Planner has determined that this project is exempt from the requirements of the California Environmental Quality Act (CEQA) per Section 15303, New Construction of limited numbers of new, small facilities or structures. A notice of Exemption will be filed upon approval of the project.

EXHIBITS:

1. City Council Resolution No. 2012-105
2. Location Map
3. City Council Resolution No. 2012-058
4. Planning Commission Resolutions No. 6870 and 6871
5. Planning Commission Staff Report dated April 4, 2012
6. Draft Excerpt of Planning Commission minutes dated April 4, 2012.

RESOLUTION NO. 2012-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, APPROVING REDEVELOPMENT PERMIT RP 11-35 TO ALLOW FOR THE DEVELOPMENT OF A 2,850 SQUARE FOOT SDG&E NORTH COAST OPERATIONS CENTER TEMPORARY MOBILE BUILDING ON PROPERTY LOCATED AT 5016 CARLSBAD BOULEVARD.

CASE NAME: SDG&E NORTH COAST OPS CENTER

CASE NO.: RP 11-35

The City Council of the City of Carlsbad, California, does hereby resolve as follows:

WHEREAS, pursuant to the provisions of the Municipal Code, the Planning Commission did, on April 4, 2012, hold a duly noticed public hearing as prescribed by law to consider Redevelopment Permit RP 11-35, and adopted Planning Commission Resolution No. 6870, recommending approval of Redevelopment Permit RP 11-35; and

WHEREAS, the City Council of the City of Carlsbad, on the _____ day of _____, 2012, held a duly noticed public hearing to consider the recommendation and heard all persons interested in or opposed to RP 11-35.

NOW THEREFORE, BE IT RESOLVED by the Housing and Redevelopment Commission of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the recommendation of the Planning Commission for the approval of Redevelopment Permit RP 11-35 is approved and that the findings and conditions of the Planning Commission contained in Planning Commission Resolution No. 6870 on file with the City Clerk and incorporated herein by reference, are the findings and conditions of the City Council.

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1 "NOTICE TO APPLICANT"

2 The time within which judicial review of this decision must be sought is governed
3 by Code of Civil Procedure, Section 1094.6, which has been made applicable in the City of
4 Carlsbad by Carlsbad Municipal Code Chapter 1.16. Any petition or other paper seeking review
5 must be filed in the appropriate court not later than the ninetieth day following the date on which
6 this decision becomes final; however, if within ten days after the decision becomes final a
7 request for the record is filed with a deposit in an amount sufficient to cover the estimated cost
8 or preparation of such record, the time within which such petition may be filed in court is
9 extended to not later than the thirtieth day following the date on which the record is either
10 personally delivered or mailed to the party, or his attorney of record, if he has one. A written
11 request for the preparation of the record of the proceedings shall be filed with the City Clerk,
12 City of Carlsbad, 1200 Carlsbad Village Drive, Carlsbad, CA 92008.

13 PASSED AND ADOPTED at a regular meeting of the City Council of the City of
14 Carlsbad on the ____ day of _____ 2012, by the following vote, to wit:

15 AYES:

16 NOES:

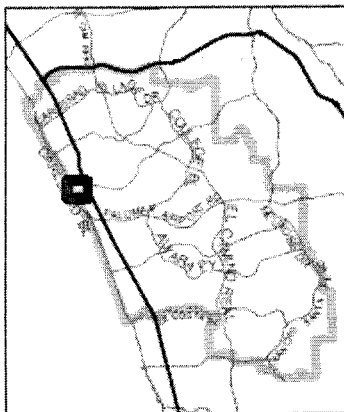
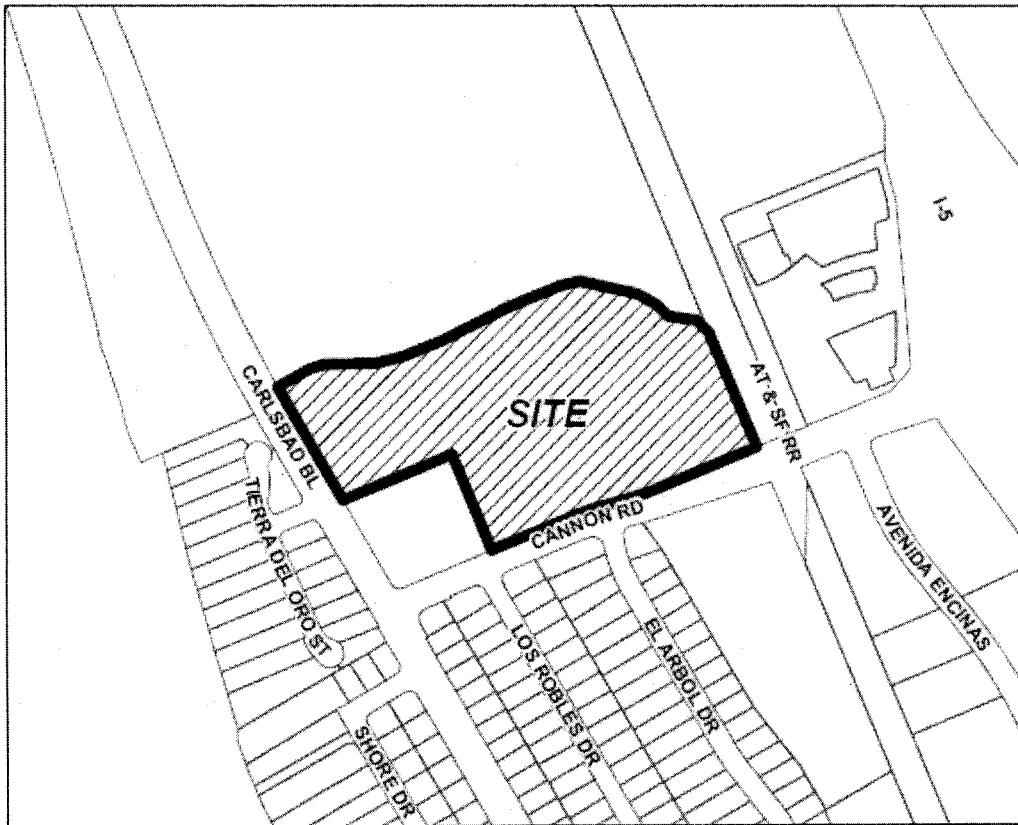
17 ABSENT:

18
19 _____
20 MATT HALL, Mayor

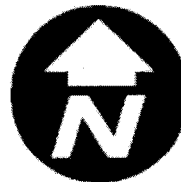
21 ATTEST:

22
23 _____
24 LORRAINE M. WOOD, City Clerk

25 (SEAL)



SITE MAP



NOT TO SCALE

SDG&E North Coast Ops Center

RP 11-35

RESOLUTION NO. 2012-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, ALLOWING THE PROPOSED SDG&E NORTH COUNTY OPERATIONS CENTER TEMPORARY MOBILE BUILDING TO BE PROCESSED BY A CONDITIONAL USE PERMIT WITHOUT REQUIRING A COMPREHENSIVE UPDATE TO SPECIFIC PLAN 144 ON PROPERTY LOCATED AT 5016 CARLSBAD BOULEVARD.

CASE NAME: PROPOSED SDG&E NORTH COUNTY
OPERATIONS CENTER TEMPORARY MOBILE
BUILDING – PROCESSING REQUIREMENTS

The City Council of the City of Carlsbad, California, does hereby resolve as follows:

WHEREAS, a Conditional Use Permit application has been submitted to the City of Carlsbad, California for a proposed temporary mobile building at the SDG&E North County Operations Center located on the SDG&E property at the northeast corner of Cannon Road and Carlsbad Boulevard; and

WHEREAS, discussions with the property owners within the Specific Plan 144 area in the past relating to land uses, public access, and other similar matters progressed to the point where City Council believed that it would be necessary to update the entire Specific Plan; and

WHEREAS, the City Council of the City of Carlsbad, California previously determined in 1998 (City Council Resolution of Intention No. 98-145) that any applications for the development of the subject area should not be processed until a comprehensive update of Specific Plan 144 is completed, of which the SDG&E North County Operations Center site is a part thereof; and

WHEREAS, however since the proposed SDG&E North County Operations Center temporary mobile building Conditional Use Permit is being proposed for only a temporary period of time (5 years), unless extended by Planning Commission for additional five (5) year periods, the City Council authorizes that the Conditional Use Permit for such use be allowed to be processed without the need to update the entire Specific Plan 144.

///

1 NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City
2 of Carlsbad as follows:

3 1. That the above recitations are true and correct.

4 2. That the City Council authorizes a Conditional Use Permit application for
5 a temporary mobile building on the SDG&E North County Operation Center property, without
6 the necessity for a comprehensive update to Specific Plan 144.

7 3. That the City Council finds:

8 i. The proposal is for a temporary use. The proposal includes utilizing a
9 mobile building which requires the approval of a Conditional Use
10 Permit. The Zoning Ordinance classifies the use as a mobile building
11 and Section 21.42.140(A)(90) limits the occupancy of mobile buildings
12 to a five-year term, unless extended by the Planning Commission for
13 any additional five-year terms. Through the Conditional Use Permit,
14 supported by these provisions in the ordinance, the period that the
15 mobile building is on site can and will be limited.

16 ii. That SDG&E has expressed an interest in working with the City on a
17 longer term plan to relocate the North County Operations Center from
18 its current location to a new location off the coastline. The proposed
19 mobile building will allow SDG&E to meet its current operational
20 needs on a temporary basis while a possible new location is pursued,
21 or alternately, until a permanent and more comprehensive plan to
22 address their training needs on the current site is brought forward.
23 The long term benefit of a relocated Operations Center to the
24 community is that the coastally proximate site could be made
25 available in the future for other uses that would capitalize on being
26 located along Carlsbad Boulevard and the Interstate 5 corridor.

27 iii. In order to ensure that progress towards a new location, or
28 alternatively towards a permanent and more comprehensive plan to
address their training needs is being diligently pursued, the City
Council, after review and recommendation by the Planning
Commission, shall be the final decision-making body on any additional
five-year extension of the Conditional Use Permit for the SDG&E
North County Operations Center temporary mobile building.

iv. The City Council requirement that SP 144 be comprehensively
updated occurred during a time when all of the Encina Property was
under the single ownership of SDG&E. Today a majority of the Encina
Property west of Interstate 5 is under the ownership of NRG. Having
multiple property owners complicates the ability to update the entire
plan and objections by one of the owners can prevent the update from
taking place. Because of the interests of the current property owners it
is not feasible to comprehensively update the plan at this time.

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1 "NOTICE TO APPLICANT"

2 The time within which judicial review of this decision must be sought is governed
3 by Code of Civil Procedure, Section 1094.6, which has been made applicable in the City of
4 Carlsbad by Carlsbad Municipal Code Chapter 1.16. Any petition or other paper seeking review
5 must be filed in the appropriate court not later than the ninetieth day following the date on which
6 this decision becomes final; however, if within ten days after the decision becomes final a
7 request for the record is filed with a deposit in an amount sufficient to cover the estimated cost
8 or preparation of such record, the time within which such petition may be filed in court is
9 extended to not later than the thirtieth day following the date on which the record is either
10 personally delivered or mailed to the party, or his attorney of record, if he has one. A written
11 request for the preparation of the record of the proceedings shall be filed with the City Clerk,
12 City of Carlsbad, 1200 Carlsbad Village Drive, Carlsbad, CA. 92008.

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1 PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council
2 of the City of Carlsbad on the 13th day of March, 2012, by the following vote to wit:

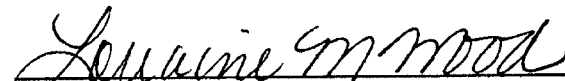
3 AYES: Council Members Hall, Kulchin, Blackburn, Douglas and Packard.
4

5 NOES: None.
6

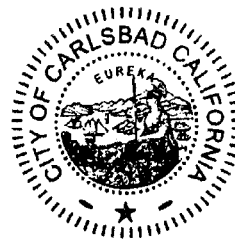
7 ABSENT: None.
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11 MATT HALL, Mayor

12 ATTEST:

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14 
15 LORRAINE M. WOOD, City Clerk
16

17 (SEAL)



PLANNING COMMISSION RESOLUTION NO. 6870

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARLSBAD, CALIFORNIA, RECOMMENDING APPROVAL OF REDEVELOPMENT PERMIT RP 11-35 TO ALLOW THE DEVELOPMENT OF A 2,850 SQUARE FOOT TEMPORARY MOBILE BUILDING ON THE 16.37 ACRE SDG&E SITE, ON PROPERTY LOCATED AT 5016 CARLSBAD BOULEVARD, IN LOCAL FACILITIES MANAGEMENT ZONE 3.

CASE NAME: SDG&E NORTH COAST OPS CENTER

CASE NO.: RP 11-35

WHEREAS, **San Diego Gas & Electric Company**, "Developer/Owner," has filed a verified application with the City of Carlsbad regarding property" described as

A Portion of Rancho Agua Hedionda in the City of Carlsbad, defined as Parcel 5 in Certificate of Compliance recorded October 30, 2001

("the Property"); and

WHEREAS, said verified application constitutes a request for a Redevelopment Permit as shown on Exhibits "A" – "G" dated **April 4, 2012**, on file in the Planning Division, **SDG&E NORTH COAST OPS CENTER – RP 11-35**, provided and required by Sections 601 and 608 of the South Carlsbad Coastal Redevelopment Area (SCCRA) Plan; and

WHEREAS, Section 601 of the Redevelopment Plan states that permitted land uses shall be those permitted by the General Plan and zoning ordinance, and all other state and local building codes, guidelines, or specific plans as they now exist or hereafter amended; and

WHEREAS, processed concurrently with Redevelopment Permit 11-35 is Conditional Use Permit 11-07; and

WHEREAS, the Planning Commission is the review body for recommending and processing land use permits proposed in the SCCRA; and

WHEREAS, the Planning Commission did, on April 4, 2012 , hold a duly noticed public hearing as prescribed by law to consider said request; and

1 WHEREAS, at said public hearing, upon hearing and considering all testimony
2 and arguments, if any, of all persons desiring to be heard, said Commission considered all factors
3 relating to the Redevelopment Permit.

4 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Planning
5 Commission of the City of Carlsbad as follows:

- 6 A) That the foregoing recitations are true and correct.
- 7
- 8 B) That based on the evidence presented at the public hearing, the Planning
9 Commission **RECOMMENDS APPROVAL** of **SDG&E NORTH COAST
OPS CENTER – RP 11-35**, based on the following findings and subject to the
10 following conditions:

11 **Findings:**

- 12 1. The City Planner has determined that the project belongs to a class of projects that the
13 State Secretary for Resources has found do not have a significant impact on the
14 environment, and it is therefore categorically exempt from the requirement for
15 preparation of environmental documents pursuant to Section 15303 of the State CEQA
16 Guidelines as “New Construction of a limited number of small facilities or structures”
17 development project. In making this determination, the City Planner has found that the
18 exceptions listed in Section 15300.2 of the state CEQA Guidelines do not apply to this
19 project.
- 20 2. That the land use serves an extraordinary public purpose in that **the SDG&E North
21 Coast Operations Center is an existing land use that was approved prior to the
22 South Carlsbad Redevelopment Plan. The proposed temporary mobile building will
23 allow the current SDG&E employees an alternative local location for weekly
24 training and meetings who currently have to travel to San Diego for this training.
25 The temporary mobile building is an ancillary use to an existing land use and
26 therefore is not a new land use and does not require a finding of “extraordinary
27 public purpose.”**
- 28 3. That a Precise Development Plan (PDP) or other appropriate planning permit is approved
which sets forth the standards for development of the project in that **pursuant to Title 21
of the Carlsbad Municipal Code (CMC) the appropriate planning permit for the
project is regulated by the underlying Public Utility (P-U) Zone which, requires that
mobile buildings be processed and approved with a Conditional Use Permit through
the Planning Commission. The project complies with the development standards of
the P-U Zone and the Conditional Use Permit, Chapter 21.42 of the CMC as
discussed in the staff report.**
4. That the Housing and Redevelopment Commission has issued a Redevelopment Permit
for the project in that **the proposed SDG&E North Coast Operations Center
temporary mobile building project is processing a Redevelopment Permit (RP) with**

1 **the CUP. The Planning Commission would recommend approval of the RP and the**
2 **Housing and Redevelopment Commission would approve the RP.**

- 3 5. The Planning Commission has reviewed each of the exactions imposed on the Developer
4 contained in this resolution, and hereby finds, in this case, that the exactions are imposed
5 to mitigate impacts caused by or reasonably related to the project, and the extent and the
6 degree of the exaction is in rough proportionality to the impact caused by the project.

7 **Conditions:**

8 Note: Unless otherwise specified herein, all conditions shall be satisfied prior to **the issuance of**
9 **a building permit.**

- 10 1. If any of the following conditions fail to occur, or if they are, by their terms, to be
11 implemented and maintained over time, if any of such conditions fail to be so
12 implemented and maintained according to their terms, the City shall have the right to
13 revoke or modify all approvals herein granted; deny or further condition issuance of all
14 future building permits; deny, revoke, or further condition all certificates of occupancy
15 issued under the authority of approvals herein granted; record a notice of violation on the
16 property title; institute and prosecute litigation to compel their compliance with said
17 conditions or seek damages for their violation. No vested rights are gained by Developer
18 or a successor in interest by the City's approval of this **Redevelopment Permit**.
- 19 2. Staff is authorized and directed to make, or require the Developer to make, all corrections
20 and modifications to the **Redevelopment Permit** documents, as necessary to make them
21 internally consistent and in conformity with the final action on the project. Development
22 shall occur substantially as shown on the approved Exhibits. Any proposed development,
23 different from this approval, shall require an amendment to this approval.
- 24 3. Developer shall comply with all applicable provisions of federal, state, and local laws and
25 regulations in effect at the time of building permit issuance.
- 26 4. If any condition for construction of any public improvements or facilities, or the payment
27 of any fees in-lieu thereof, imposed by this approval or imposed by law on this Project
28 are challenged, this approval shall be suspended as provided in Government Code
Section 66020. If any such condition is determined to be invalid, this approval shall be
invalid unless the City Council determines that the project without the condition complies
with all requirements of law.
5. Developer/Operator shall and does hereby agree to indemnify, protect, defend, and hold
harmless the City of Carlsbad, its Council members, officers, employees, agents, and
representatives, from and against any and all liabilities, losses, damages, demands, claims
and costs, including court costs and attorney's fees incurred by the City arising, directly
or indirectly, from (a) City's approval and issuance of this **Redevelopment Permit**,
(b) City's approval or issuance of any permit or action, whether discretionary or
nondiscretionary, in connection with the use contemplated herein, and
(c) Developer/Operator's installation and operation of the facility permitted hereby,
including without limitation, any and all liabilities arising from the emission by the
facility of electromagnetic fields or other energy waves or emissions. This obligation

1 survives until all legal proceedings have been concluded and continues even if the City's
2 approval is not validated.

3 6. This project shall comply with all conditions and mitigation measures which are required
4 as part of the Zone 3 Local Facilities Management Plan and any amendments made to
that Plan prior to the issuance of building permits.

5 7. This approval is granted subject to the approval of **Conditional Use Permit CUP-11-07**
6 and is subject to all conditions contained in Planning Commission Resolution No. **6871**
for that other approval.

7 8. This approval shall become null and void if building permits are not issued for this
8 project within 24 months from the date of project approval.

9 9. Prior to the issuance of the **building permits**, Developer shall submit to the City a Notice
10 of Restriction executed by the owner of the real property to be developed. Said notice is
11 to be filed in the office of the County Recorder, subject to the satisfaction of the City
12 Planner, notifying all interested parties and successors in interest that the City of Carlsbad
13 has issued a **Redevelopment Permit** by Resolution No. **6870** on the property. Said
14 Notice of Restriction shall note the property description, location of the file containing
complete project details and all conditions of approval as well as any conditions or
restrictions specified for inclusion in the Notice of Restriction. The City Planner has the
authority to execute and record an amendment to the notice which modifies or terminates
said notice upon a showing of good cause by the Developer or successor in interest.

15 NOTICE

16 Please take **NOTICE** that approval of your project includes the "imposition" of fees,
17 dedications, reservations, or other exactions hereafter collectively referred to for convenience as
"fees/exactions."

18 You have 90 days from date of final approval to protest imposition of these fees/exactions. If
19 you protest them, you must follow the protest procedure set forth in Government Code Section
20 66020(a), and file the protest and any other required information with the City Manager for
21 processing in accordance with Carlsbad Municipal Code Section 3.32.030. Failure to timely
follow that procedure will bar any subsequent legal action to attack, review, set aside, void, or
annul their imposition.

22 You are hereby FURTHER NOTIFIED that your right to protest the specified fees/exactions
23 DOES NOT APPLY to water and sewer connection fees and capacity charges, nor planning,
24 zoning, grading, or other similar application processing or service fees in connection with this
25 project; NOR DOES IT APPLY to any fees/exactions of which you have previously been given a
NOTICE similar to this, or as to which the statute of limitations has previously otherwise
expired.

26 ...

27 ...

28 ...

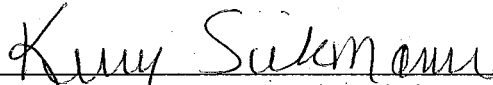
1 PASSED, APPROVED, AND ADOPTED at a regular meeting of the Planning
2 Commission of the City of Carlsbad, California, held on **April 4, 2012** by the following vote, to
3 wit:

4 AYES: Vice Chairperson Siekmann, Commissioners Arnold, Black,
5 L'Heureux, Nygaard and Scully

6 NOES:

7 ABSENT: Chairperson Schumacher

8 ABSTAIN:
9

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11 
12 KERRY SIEKMANN, Vice Chairperson
13 CARLSBAD PLANNING COMMISSION

14 ATTEST:

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17 DON NEU
18 City Planner
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CASE NAME: SDG&E NORTH COAST OPS CENTER
CASE NO.: CUP 11-07

("the Property"); and

B) That based on the evidence presented at the public hearing, the Commission APPROVES SDG&E NORTH COAST OPS CENTER – CUP 11-07, based on the following findings and subject to the following conditions:

1 **Findings:**

- 2
- 3 1. That the requested use is necessary or desirable for the development of the community,
- 4 and is in harmony with the various elements and objectives of the general plan, including,
- 5 if applicable, the certified local coastal program, specific plan or master plan, in that **the**
- 6 **SDG&E North Coast Operations Center temporary mobile building is necessary**
- 7 **and desirable to the region and the City as a whole in that the temporary mobile**
- 8 **building provides an alternative location for weekly training and meetings for**
- 9 **SDG&E Operation Center employees who currently travel to San Diego for the**
- 10 **training. The use is consistent with the General Plan (Public Utilities (U) and the**
- 11 **Specific Plan 144 in that this facility is an accessory use to the primary utility use.**
- 12
- 13 2. That the requested use is not detrimental to existing uses or to uses specifically permitted
- 14 in the zone in which the proposed use is to be located in that **the operations center**
- 15 **would not impose any detrimental impacts to other uses in the surrounding area in**
- 16 **that the SDG&E lot is currently used as an Operations Center and storage and**
- 17 **maintenance lot, is enclosed by a masonry wall, and is screened from surrounding**
- 18 **public views. Furthermore the operations center is a temporary mobile building**
- 19 **which is approved conditionally for a five (5) year period with possible five year**
- 20 **extensions following that time period subject to a recommendation by the Planning**
- 21 **Commission to the City Council.**
- 22
- 23 3. That the site for the proposed conditional use is adequate in size and shape to
- 24 accommodate the yards, setbacks, walls, fences, parking, loading facilities, buffer areas,
- 25 landscaping and other development features prescribed in this code and required by the
- 26 City Planner, planning commission or city council, in order to integrate the use with other
- 27 uses in the neighborhood, in that **the SDG&E site is 16.37 acre site that is currently**
- 28 **used as an Operations Center, storage and maintenance yard, office space, and as**
- garage space. All existing buildings are setback from the surrounding streets and all**
- parking, materials, and facilities are screened from surrounding properties**
- adequately by a masonry wall and landscaping. This temporary mobile building will**
- be similarly setback from Cannon Road and screened with the existing masonry**
- wall and landscaping.**
4. That the street system serving the proposed use is adequate to properly handle all traffic
- generated by the proposed use, in that **the project is provided access from Cannon**
- Road and from Carlsbad Boulevard both of which are currently operating at an**
- acceptable level of service. The temporary mobile building will not generate any**
- additional trips because the SDG&E North Coast employees will not have to leave**
- the site for training and testing.**
5. That City Planner has determined that this project is exempt from the requirements of the
- California Environmental Quality Act (CEQA) per Section 15303, New Construction. A
- notice of Exemption will be filed upon approval of the project.
6. The Planning Commission has reviewed each of the exactions imposed on the Developer
- contained in this resolution, and hereby finds, in this case, that the exactions are imposed

1 to mitigate impacts caused by or reasonably related to the project, and the extent and the
2 degree of the exaction is in rough proportionality to the impact caused by the project.

3 **Conditions:**

4 Note: Unless otherwise specified herein, all conditions shall be satisfied prior to **issuance of a**
5 **building permit.**

- 6 1. If any of the following conditions fail to occur, or if they are, by their terms, to be
7 implemented and maintained over time, if any of such conditions fail to be so
8 implemented and maintained according to their terms, the City shall have the right to
9 revoke or modify all approvals herein granted; deny or further condition issuance of all
10 future building permits; deny, revoke, or further condition all certificates of occupancy
11 issued under the authority of approvals herein granted; record a notice of violation on the
12 property title; institute and prosecute litigation to compel their compliance with said
13 conditions or seek damages for their violation. No vested rights are gained by Developer
14 or a successor in interest by the City's approval of this **Conditional Use Permit.**
- 15 2. Staff is authorized and directed to make, or require the Developer to make, all corrections
16 and modifications to the **Conditional Use Permit** documents, as necessary to make them
17 internally consistent and in conformity with the final action on the project. Development
18 shall occur substantially as shown on the approved Exhibits. Any proposed development,
19 different from this approval, shall require an amendment to this approval.
- 20 3. Developer shall comply with all applicable provisions of federal, state, and local laws and
21 regulations in effect at the time of building permit issuance.
- 22 4. If any condition for construction of any public improvements or facilities, or the payment
23 of any fees in-lieu thereof, imposed by this approval or imposed by law on this Project are
24 challenged, this approval shall be suspended as provided in Government Code Section
25 66020. If any such condition is determined to be invalid, this approval shall be invalid
26 unless the City Council determines that the project without the condition complies with
27 all requirements of law.
- 28 5. Developer/Operator shall and does hereby agree to indemnify, protect, defend, and hold
harmless the City of Carlsbad, its Council members, officers, employees, agents, and
representatives, from and against any and all liabilities, losses, damages, demands, claims
and costs, including court costs and attorney's fees incurred by the City arising, directly
or indirectly, from (a) City's approval and issuance of this **Conditional Use Permit**,
(b) City's approval or issuance of any permit or action, whether discretionary or
nondiscretionary, in connection with the use contemplated herein, and
(c) Developer/Operator's installation and operation of the facility permitted hereby,
including without limitation, any and all liabilities arising from the emission by the
facility of electromagnetic fields or other energy waves or emissions. This obligation
survives until all legal proceedings have been concluded and continues even if the City's
approval is not validated.

6. This project shall comply with all conditions and mitigation measures which are required as part of the Zone 3 Local Facilities Management Plan and any amendments made to that Plan prior to the issuance of building permits.
7. This approval is granted subject to the approval of **Redevelopment Permit RP-11-35** and is subject to all conditions contained in Planning Commission Resolution No. **6870** for that other approval.
8. This approval shall become null and void if building permits are not issued for this project within 24 months from the date of project approval.
9. Prior to the issuance of the **building permit**, Developer shall submit to the City a Notice of Restriction executed by the owner of the real property to be developed. Said notice is to be filed in the office of the County Recorder, subject to the satisfaction of the City Planner, notifying all interested parties and successors in interest that the City of Carlsbad has issued a **Conditional Use Permit** by Resolution No. **6871** on the property. Said Notice of Restriction shall note the property description, location of the file containing complete project details and all conditions of approval as well as any conditions or restrictions specified for inclusion in the Notice of Restriction. The City Planner has the authority to execute and record an amendment to the notice which modifies or terminates said notice upon a showing of good cause by the Developer or successor in interest.
10. **CUP 11-07** shall be reviewed by the City Planner annually to determine if all conditions of this permit have been met and that the use does not have a substantial negative effect on surrounding properties or the public health, safety and general welfare. If the City Planner determines that: 1) the Conditional Use Permit was obtained by fraud or misrepresentation; or 2) the use for which such approval was granted is not being exercised; or 3) the Conditional Use Permit is being or recently has been exercised contrary to any of the terms or conditions of approval or the conditions of approval have not been met; or 4) the use for which such approval was granted has ceased to exist or has been suspended for one year or more; or 5) the use is in violation of any statute, ordinance, law or regulation; or 6) the use permitted by the Conditional Use Permit is being or has been so exercised as to be detrimental to the public health, safety or welfare or so as to constitute a nuisance, the City Planner shall recommend that the Planning Commission hold a public hearing and after providing the permittee the opportunity to be heard, the Planning Commission may revoke and terminate the Conditional Use Permit in whole or in part, reaffirm the Conditional Use Permit, modify the conditions or impose new conditions.
11. This Conditional Use Permit is granted for a period of **five (5) years** from **April 4, 2012** through **April 3, 2017**. This permit may be revoked at any time after a public hearing, if it is found that the use has a substantial detrimental effect on surrounding land uses and the public's health and welfare, or the conditions imposed herein have not been met. This permit may be extended for a reasonable period of time not to exceed **five (5) years** upon written application of the permittee made no less than 90 days prior to the expiration date. The Planning Commission may not grant a recommendation for approval to City Council, unless it finds that there are no substantial negative effects on surrounding land uses or the public's health and welfare. If a substantial negative effect on surrounding land uses

1 or the public's health and welfare is found, the extension shall be denied or recommended
2 for approval to City Council with conditions which will eliminate or substantially reduce
3 such effects. There is no limit to the number of extensions the City Council may grant.

- 4 **12. In order to ensure that progress towards a new location, or alternatively towards a**
5 **permanent and more comprehensive plan to address their training needs is being**
6 **diligently pursued, the City Council, after review and recommendation by the**
7 **Planning Commission, shall be the final decision-making body on any additional**
8 **five-year extension of the Conditional Use Permit for the SDG&E North Coast**
9 **Operations Center temporary mobile building.**

10 **Engineering:**

11 Note: Unless specifically stated in the condition, all of the following conditions, upon the
12 approval of this proposed development, must be met prior to approval of a building or
13 grading permit whichever occurs first.

14 **General**

- 15 **13. Prior to hauling dirt or construction materials to or from any proposed construction site**
16 **within this project, developer shall apply for and obtain approval from, the city engineer**
17 **for the proposed haul route.**
- 18 **14. This project is approved upon the express condition that building permits will not be**
19 **issued for the development of the subject property, unless the district engineer has**
20 **determined that adequate water and sewer facilities are available at the time of permit**
21 **issuance and will continue to be available until time of occupancy.**
- 22 **15. Developer shall incorporate measures with this project to comply with Standard**
23 **Stormwater Requirements per the city's Standard Urban Stormwater Management Plan**
24 **(SUSMP). These measures include, but are not limited to: 1) reducing the use of new**
25 **impervious surfaces (e.g.: paving), 2) designing drainage from impervious surfaces to**
26 **discharge over pervious areas (e.g.: turf, landscape areas), 3) and designing trash**
27 **enclosures to avoid contact with storm runoff, all to the satisfaction of the city engineer.**

28 **Utilities**

16. Developer shall meet with the fire marshal to determine if fire protection measures (fire
flows, fire hydrant locations, building sprinklers) are required to serve the project. Fire
hydrants, if proposed, shall be considered public improvements and shall be served by
public water mains to the satisfaction of the district engineer.
17. Prior to issuance of building permits, developer shall pay all fees, deposits, and charges
for connection to public facilities.
- ...
- ...

1 **Code Reminders:**

- 2 18. Developer shall pay traffic impact and sewer impact fees based on Section 18.42 and
3 Section 13.10 of the City of Carlsbad Municipal Code, respectively. The Average Daily
4 Trips (ADT) and floor area contained in the staff report and shown on the site plan are for
5 planning purposes only.

6 **NOTICE**

7 Please take **NOTICE** that approval of your project includes the "imposition" of fees, dedications,
8 reservations, or other exactions hereafter collectively referred to for convenience as
"fees/exactions."

9 You have 90 days from date of final approval to protest imposition of these fees/exactions. If
10 you protest them, you must follow the protest procedure set forth in Government Code Section
11 66020(a), and file the protest and any other required information with the City Manager for
12 processing in accordance with Carlsbad Municipal Code Section 3.32.030. Failure to timely
follow that procedure will bar any subsequent legal action to attack, review, set aside, void, or
annul their imposition.

13 You are hereby FURTHER NOTIFIED that your right to protest the specified fees/exactions
14 DOES NOT APPLY to water and sewer connection fees and capacity charges, nor planning,
15 zoning, grading, or other similar application processing or service fees in connection with this
16 project; NOR DOES IT APPLY to any fees/exactions of which you have previously been given a
NOTICE similar to this, or as to which the statute of limitations has previously otherwise
expired.

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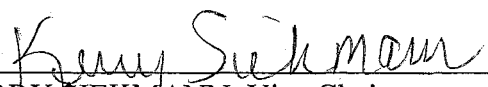
1 PASSED, APPROVED, AND ADOPTED at a regular meeting of the Planning
2 Commission of the City of Carlsbad, California, held on **April 4, 2012** by the following vote, to
3 wit:

4
5 AYES: Vice Chairperson Siekmann, Commissioners Arnold, Black,
6 L'Heureux, Nygaard and Scully

7 NOES:

8 ABSENT: Chairperson Schumacher

9 ABSTAIN:

10
11
12 
13 KERRY SIEKMANN, Vice Chairperson
14 CARLSBAD PLANNING COMMISSION

15 ATTEST:

16 
17
18 DON NEU
19 City Planner
20
21
22
23
24
25
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28

A REPORT TO THE PLANNING COMMISSION

Item No.

3

P.C. AGENDA OF: April 4, 2012

Application complete date: January 23, 2012

Project Planner: Dan Halverson

Project Engineer: Jeremy Riddle

SUBJECT: RP 11-35/CUP 11-07 – SDG&E NORTH COAST OPS CENTER – Request for a recommendation of approval of a Redevelopment Permit and approval of a Conditional Use Permit to allow for the development of a 2,850 square foot temporary mobile building on the 16.37 acre SDG&E Operations Center property, located at 5016 Carlsbad Boulevard in the South Carlsbad Coastal Redevelopment Area, the Agua Hedionda Segment of the Carlsbad Local Coastal Program, and Local Facilities Management Zone 3.

I. RECOMMENDATION

That the Planning Commission **ADOPT** Planning Commission Resolution No. 6870 **RECOMMENDING APPROVAL** of Redevelopment Permit RP 11-35 and **ADOPT** Planning Commission Resolution No. 6871 **APPROVING** Conditional Use Permit CUP 11-07 based on the findings and subject to the conditions contained therein.

II. INTRODUCTION

The applicant, San Diego Gas and Electric (SDG&E), is requesting the approval of a Redevelopment Permit (RP) and a Conditional Use Permit (CUP) to allow for the development of a 2,850 square foot temporary mobile building on the southwest portion of the 16.37 acre SDG&E Operations Center property located at 5016 Carlsbad Boulevard, in the South Carlsbad Coastal Redevelopment Area, in the Agua Hedionda Segment of the Carlsbad Local Coastal Program, and Local Facilities Management Zone 3. As designed and conditioned, the project is consistent with all applicable standards and policies and the necessary findings to approve the project can be made.

III. PROJECT DESCRIPTION AND BACKGROUND

The project entails the placement of a 2,850 square foot temporary mobile building on the southwest portion of the SDG&E Operations Center property. The mobile building is proposed to be located in a paved area of the site along Cannon Road and consists of four (4) single-wide trailers. The temporary mobile building will have wood siding and be painted a tan color. The 14 foot tall building will be utilized as a temporary multi-purpose office and meeting room for SDG&E's North Coast Construction and Operations Center. The entire project site is 16.37 acres and currently is developed with a 20,555 square foot building, two accessory 815 and 885 square foot buildings, two storage tanks, and a large miscellaneous materials storage yard.

The project site is zoned Public Utility (P-U) and is surrounded by the Cabrillo Power lot to the north, residential to the south across Cannon Road, another large lot owned by SDG&E across



the railroad tracks (North Coast Transit District Railroad Right-of-Way) to the east, and Cannon Park and residential across Carlsbad Boulevard to the west. The site is surrounded by a six foot masonry security wall and associated landscaping along Cannon Road and Carlsbad Boulevard which visually screen the site.

IV. ANALYSIS

The proposed project is subject to the following plans, ordinances, standards, and policies:

- A. Public Utilities (U) General Plan Land Use designation;
- B. South Carlsbad Coastal Redevelopment Area Plan;
- C. Public Utility Zone (P-U, CMC Chapter 21.36);
- D. Encina Specific Plan (SP 144);
- E. Conditional Use Permit Regulations (CMC Chapter 21.42);
- F. Parking Ordinance (C.M.C. Chapter 21.44);
- G. Carlsbad Local Coastal Program: Agua Hedionda Segment and Coastal Resource Protection Overlay Zone (C.M.C. Chapter 21.203); and
- H. Local Facilities Management Plan Zone 3.

The recommendation for approval of this project was developed by analyzing the project's consistency with the applicable policies and regulations listed above. The following analysis section discusses compliance with each of these regulations/policies utilizing both text and tables.

A. Public Utilities (U) General Plan Land Use designation

The project site has a Public Utilities (U) General Plan Land Use designation. The Public Utilities land use designation allows for existing or proposed public or quasi-public land uses. The primary functions are such things as the generation of electrical energy, treatment of wastewater, public agency maintenance and storage yards, operations facilities, or other primary utility functions designed to serve all or a substantial portion of the community.

The existing site is primarily used as a public utilities operational center, storage yard, and office/meeting buildings for SDG&E. The applicant, SDG&E, would like to construct a 2,850 square foot temporary mobile building to be used for employee compliance training, safety meetings, and various other training and testing of employees. Currently the North Coast Operations employees drive to San Diego and by allowing the temporary mobile building on this site it will assist the community and region by allowing North Coast SDG&E employees the ability to train and work locally. The proposed use is consistent with the Public Utilities (U) General Land Use designation.

B. South Carlsbad Coastal Redevelopment Area Plan

On July 18, 2000, the Housing and Redevelopment Commission of the City of Carlsbad adopted the South Carlsbad Coastal Redevelopment Area (SCCRA) to address blighting conditions in the area which includes deteriorating and dilapidated buildings, health and safety hazards, inadequate utilities and infrastructure, incompatible land uses, and irregular lots under mixed ownership. In addition, the five year (2005-2010) Implementation Plan for the SCCRA sets forth

more specific goals for the area along with individual projects that would assist in achieving those goals.

The land uses permitted by the SCCRA are those permitted by the General Plan, Zoning ordinance, and Specific Plan and includes public utility district maintenance and service facilities. The proposed project is a permissible use pursuant to the SCCRA and which is allowed in the Public Utility Zone (P-U) subject to the approval of a Redevelopment Permit (RP) and Conditional Use Permit (CUP). The SCCRA requires that three findings be made in order to approve such use. All of these findings can be made for this project as discussed below:

1. That the land use serves an extraordinary public purpose.

The SDG&E North Coast Coast Operations Center is an existing land use that was approved prior to the South Carlsbad Redevelopment Plan. The proposed temporary mobile building will allow the current SDG&E employees an alternative local location for weekly training and meetings who currently have to travel to San Diego for this training. The temporary mobile building is an ancillary use to an existing land use and therefore is not a new land use and does not require a finding of "extraordinary public purpose."

2. That a Precise Development Plan (PDP) or other appropriate planning permit is approved which sets forth the standards for development of the project.

Pursuant to Title 21 of the Carlsbad Municipal Code (CMC) the appropriate planning permit for the project is regulated by the underlying Public Utility (P-U) Zone which, requires that mobile buildings be processed and approved with a Conditional Use Permit through the Planning Commission. The project complies with the development standards of the P-U Zone and the Conditional Use Permit, Chapter 21.42 of the CMC as discussed in Sections "C" and "E" below.

3. That the Housing and Redevelopment Commission has issued a Redevelopment Permit for the project.

The proposed SDG&E North Coast Operations Center temporary mobile building project is processing a Redevelopment Permit (RP) with the CUP. The Planning Commission would recommend approval of the RP by the Housing and Redevelopment Commission.

C. Public Utility Zone (P-U, CMC Chapter 21.36)

The SDG&E site is zoned Public Utility (P-U), which implements the corresponding General Plan Public Utilities (U) land use designation. Section 21.36.020, Table A of the Public Utility Zone lists the uses and structures permitted in the zone and identifies that a temporary mobile building is subject to the approval of a CUP and the regulations concerning mobile buildings (Section 21.42.140(B)(90) of the CMC). Accordingly, with the approval of the CUP (and the RP as discussed above), the SDG&E Operational Center temporary mobile building will be a permitted use in the P-U Zone.

The development standards provided for in the P-U zone include: minimum lot area, lot coverage, parking and loading area locations, and landscaping. While no building setbacks or

height standards are established by the P-U Zone, Section 21.36.050 states that the City Council may impose conditions as it determines necessary and consistent with the P-U Zone. These conditions may include, but are not limited to, provisions for setbacks, landscaping, fences and walls, height and bulk of building regulations, and parking. The project complies with all development requirements of the Public Utility (P-U) Zone as illustrated in Table 1 below:

TABLE 1 – PUBLIC UTILITY (P-U) ZONE DEVELOPMENT STANDARDS

Standard	Required	Proposed
Minimum Lot Area:	Minimum 7,500 square feet	SDG&E lot is 16.37 acres in size.
Lot Coverage:	All building and structures should cover no more than 50% of the area	3.5% lot coverage with the temporary mobile building.
Parking and Loading areas:	No parking or loading area shall be located in front or side yard adjoining a street or within 10 feet of an interior side or rear property line.	All existing parking and loading areas are set back 10 feet or more from all property lines.
Landscaping requirement:	All required yards shall be permanently landscaped with one or more of the following: lawn, shrubs, trees, and flowers.	The site is landscaped and screened with lawn, shrubs, and trees.

The proposal is for a temporary mobile building use. The proposal includes utilizing a temporary mobile building which requires the approval of a Conditional Use Permit. The Zoning Ordinance classifies the use as a mobile building and Section 21.42.140(A)(90) limits the occupancy of mobile buildings to a five-year term, unless extended by the Planning Commission for any further five year periods. Through the CUP, supported by these provisions in the ordinance, the period that the mobile building is on site can and will be limited to five years pending further requests for extensions. As discussed in Section “D” below, due to previous City Council actions regarding the processing of permits for any additional development within the Encina Specific Plan and the extension of the CUP will be subject to City Council approval.

The temporary mobile building would be setback 40 feet from Cannon Road which is the same distance as the existing office building that sits adjacent to the proposed area for the mobile building. The mobile building is one story and is 14 feet tall. The lot coverage allowed in the P-U zone is 50% of the 16.37 acres. The proposed temporary mobile building would increase the coverage to 3% for the entire lot. Parking compliance is discussed in section F below.

D. Encina Specific Plan (SP 144)

Adopted in 1971 and amended several times since, the Encina Specific Plan (SP 144) encompasses 680 acres and spans a two-mile distance from the Pacific Ocean to just east of Cannon Road near its intersection with Faraday Avenue. Within its boundaries are the Encina Power Station, Agua Hedionda Lagoon east and west of Interstate 5, and the SDG&E North Coast Operations Center.

Previous City Council actions (City Council Resolution of Intention No. 98-145) established a policy to require that any applicant within the area subject to Specific Plan 144 prepare a

comprehensive update of the specific plan prior to the issuance of any new permits for construction. Since 1998, the City has been generally consistent in adhering to the City Council's adopted direction that any new facilities or improvements are not allowed until a comprehensive update to the Specific Plan is completed. However, there have been some warranted exceptions approved by the City Council in the recent past.

In June 2002, the City Council determined that the processing of the Carlsbad Desalination Plant project would require a comprehensive update/amendment (AB#16,790) to Specific Plan 144. At that time, the Council also determined that if in the future an alternative processing approach is warranted, staff should return with a Council resolution proposing the alternative approach. In 2003, the City Council passed Resolution 2003-208, allowing the processing of the Desalination Plant as an amendment to Specific Plan 144, rather than as a comprehensive update to Specific Plan 144.

Due to the mobile building being a temporary use, until such time as SDG&E finds a new location for its Operations Center or SDG&E brings forward an alternative that includes a permanent and comprehensive plan to address their training space needs at the present location, staff processed this issue before the City Council and recommended to City Council to allow the processing of the SDG&E temporary mobile building with a Conditional Use Permit instead of requiring a comprehensive update to SP 144. On March 13, 2012 the City Council passed resolution 2012-058 authorizing the processing of the SDG&E temporary mobile building with a Conditional Use Permit without the necessity for a comprehensive update to SP 144.

E. Conditional Use Permit Regulations (CMC Chapter 21.42)

The proposed project is a use which is allowed in the Public Utility Zone (P-U) subject to the approval of a CUP. Chapter 21.42 of the Carlsbad Municipal Code requires that four findings be made in order to approve a conditional use permit. All of these findings can be made for this project as discussed below:

- 1. That the requested use is necessary or desirable for the development of the community, and is in harmony with the various elements and objectives of the general plan, including, if applicable, the certified local coastal program, specific plan or master plan.**

The SDG&E North Coast Operations Center temporary mobile building is necessary and desirable to the region and the City as a whole in that the temporary mobile building provides an alternative local location for weekly training and meetings for SDG&E Operation Center employees who currently travel to San Diego for the training. The use is consistent with the General Plan (Public Utilities (U)) and Specific Plan 144 in that this facility is an accessory use to the primary utility use.

- 2. That the requested use is not detrimental to existing uses or to uses specifically permitted in the zone in which the proposed use is to be located.**

The operations center would not impose any detrimental impacts to other uses in the surrounding area in that the SDG&E lot is currently used as an Operations Center and storage and maintenance lot, is enclosed by a masonry wall, and is screened from surrounding public views. Furthermore the operations center is a temporary mobile building which is approved

conditionally for five (5) year period with possible five year extensions following that time period subject to approval by the City Council.

3. **That the site for the proposed conditional use is adequate in size and shape to accommodate the yards, setbacks, walls, fences, parking, loading facilities, buffer areas, landscaping and other development features prescribed in this code and required by the City Planner, Planning Commission or City Council, in order to integrate the use with other uses in the neighborhood.**

The 16.37 acre SDG&E site is currently used as an Operations Center, storage and maintenance yard, office space, and as garage space. All existing buildings are setback from the surrounding streets and all parking, materials, and facilities are screened from surrounding properties adequately by a masonry wall and landscaping. This temporary mobile building will be similarly setback from Cannon Road and screened with the existing masonry wall and landscaping.

4. **That the street system serving the proposed use is adequate to properly handle all traffic generated by the proposed use.**

The project is provided access from Cannon Road and from Carlsbad Boulevard both of which are currently operating at an acceptable level of service. The temporary mobile building will not generate any additional trips because the SDG&E North Coast employees will not have to leave the site for training and testing.

F. Parking Ordinance (C.M.C. Chapter 21.44)

The site currently has 327 existing parking spaces to service a variety of on-site existing uses including office, warehouse, daily vehicle storage, and six garage bays for vehicle maintenance. Per the City's parking ordinance, the required parking needed for the site is 214 spaces, 81 spaces for office (1 space per 250 square feet), 20 spaces for warehouse (1 space per 1000 square feet) and 6 spaces for vehicles used in conjunction with the space, 18 spaces for the garage repair/maintenance bays (4 spaces per first 3 bays and 2 spaces per the next 3 bays), and the on-site daily fleet storage of 95 spaces.

The temporary mobile building is proposing to remove 13 spaces to site the building which would leave the site with 314 parking spaces, a surplus of 100 additional spaces. The temporary mobile building, at 2,850 square feet, would require 12 additional spaces (1 space per 250 sq. ft. = 11.4 spaces rounded up), which brings the total to 226 required parking spaces. Therefore, even with the 13 spaces removed, there will be a surplus of 88 parking spaces.

G. Carlsbad Local Coastal Program: Agua Hedionda Segment and Coastal Resource Protection Overlay Zone (C.M.C. Chapter 21.203)

The Agua Hedionda Land Use Plan segment encompasses the Encina Power Station, the lagoon, and property around the lagoon. The SDG&E site and appurtenant facilities located onsite are located in the Agua Hedionda Land Use Plan segment. The Coastal Commission has retained the authority to issue the coastal development permit for these areas within the Agua Hedionda

Land Use Plan segment. Nevertheless, staff has reviewed the project for compliance with the Local Coastal Program policies.

The project complies with the relevant coastal policies including land use, grading and drainage, stormwater management, shoreline access, and visual resources as it is a temporary mobile building on existing paved and currently developed property. In particular, the project complies with the Land Use Plan, lot coverage, parking and loading area locations, and landscaping. The P-U zone does not have height limitations but the single-story mobile building will be 14 feet tall and will not block any visual resources. Furthermore, the project has been conditioned to obtain a coastal development permit from the California Coastal Commission.

The subject site is located in the Coastal Resource Protection Overlay Zone (Chapter 21.203 of the Carlsbad Municipal Code). However, no steep slopes or native vegetation are located on the subject property. The project is consistent with the provisions of the Coastal Resource Protection Overlay Zone in that the project will adhere to the City's Master Drainage Plan, Grading Ordinance, Stormwater Ordinance, Standard Urban Stormwater Mitigation Plan (SUSMP) and Jurisdictional Urban Runoff Management Plan (JURMP) to avoid increased urban runoff, pollutants, and soil erosion. The site is not located in an area prone to landslides, or susceptible to accelerated erosion, floods, or liquefaction.

G. Local Facilities Management Plan Zone 3

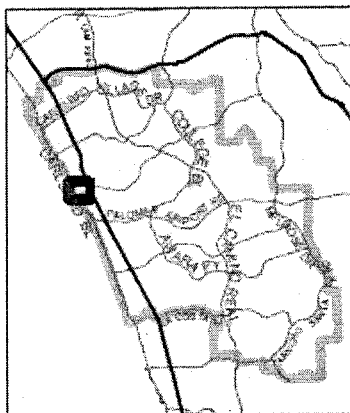
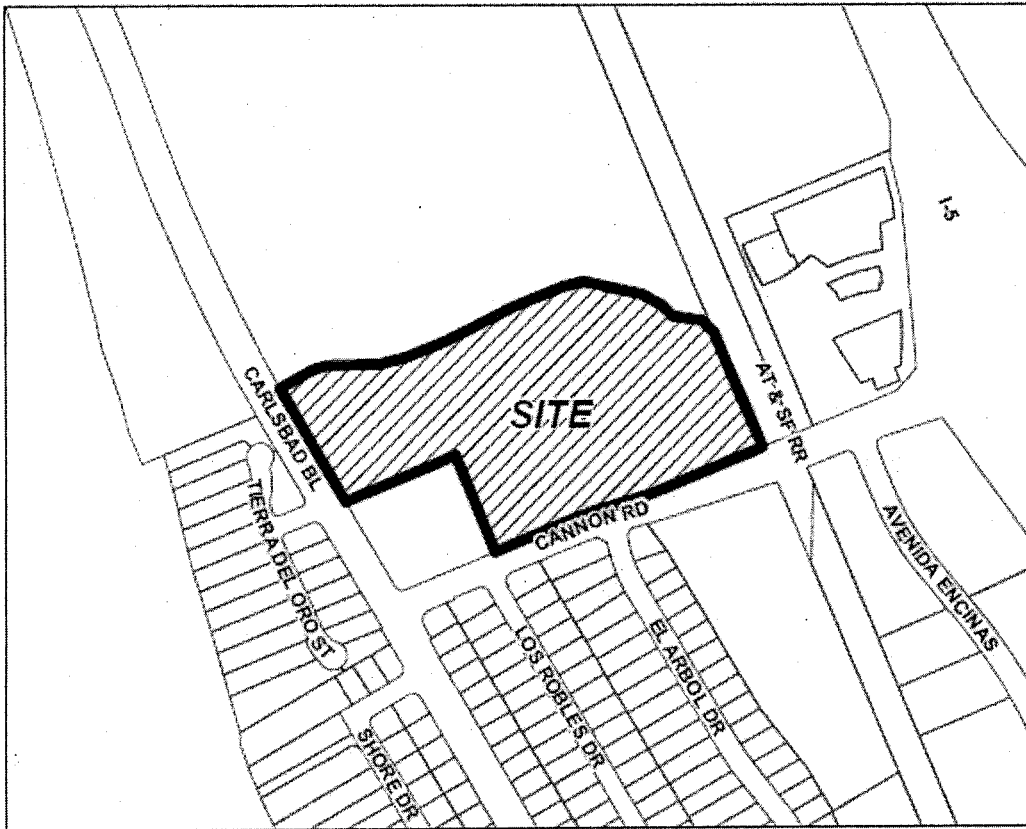
The project is located within Local Facilities Management Zone 3. This proposal does not change the SDG&E site's facility demands since it includes a temporary mobile building to be placed on the site.

V. ENVIRONMENTAL REVIEW

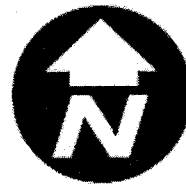
The City Planner has determined that this project is exempt from the requirements of the California Environmental Quality Act (CEQA) per Section 15303, New Construction of limited numbers of new, small facilities or structures. A notice of Exemption will be filed upon approval of the project.

ATTACHMENTS:

1. Planning Commission Resolution No. 6870 (RP)
2. Planning Commission Resolution No. 6871 (CUP)
3. Location Map
4. Background Data Sheet
5. Disclosure Statement
6. Reduced Exhibits
7. Full Size Exhibits "A"-"G" dated April 4, 2012



SITE MAP



NOT TO SCALE

SDG&E North Coast Ops Center

RP 11-35/CUP 11-07

BACKGROUND DATA SHEET

CASE NO: RP 11-35/CUP 11-07

CASE NAME: SDG&E NORTH COAST OPS CENTER

APPLICANT: San Diego Gas & Electric Company

REQUEST AND LOCATION: Request for a recommendation of approval of a Redevelopment Permit and approval of a Conditional Use Permit to allow for the development of a 2,850 square foot temporary mobile building on the 16.37 acre SDG&E Encina Power Plant property, located at 5016 Carlsbad Boulevard in the South Carlsbad Coastal Redevelopment Area, the Agua Hedionda Segment of the Carlsbad Local Coastal Program, and Local Facilities Management Zone 3.

LEGAL DESCRIPTION: A Portion of Rancho Agua Hedionda in the City of Carlsbad defined as Parcel 5 in Certificate of Compliance recorded October 30, 2001.

APN: 210-010-40 Acres: 16.37 Proposed No. of Lots/Units: N/A

GENERAL PLAN AND ZONING

Existing Land Use Designation: Public Utilities (U)

Proposed Land Use Designation: N/A

Density Allowed: N/A Density Proposed: N/A

Existing Zone: Public Utility (P-U) Proposed Zone: N/A

Surrounding Zoning, General Plan and Land Use:

	<u>Zoning</u>	<u>General Plan</u>	<u>Current Land Use</u>
Site	<u>Public Utility (P-U)</u>	<u>Public Utilities (U)</u>	<u>SDG&E Op's Center</u>
North	<u>Public Utility (P-U)</u>	<u>Public Utilities (U)</u>	<u>Cabrillo Power site</u>
South	<u>One-Family Residential (R-1-7,500)</u>	<u>Residential Low-Medium Density (RLM)</u>	<u>Single Family Residential</u>
East	<u>Transportation Corridor (T-C)</u>	<u>Transportation Corridor (TC)</u>	<u>North County Transit District Railroad ROW</u>
West	<u>Open Space (OS)</u>	<u>Open Space (OS)</u>	<u>Cannon Park</u>

LOCAL COASTAL PROGRAM

Coastal Zone: ☒ Yes ☐ No Local Coastal Program Segment: Agua Hedionda

Within Appeal Jurisdiction: ☒ Yes ☐ No Coastal Development Permit: ☒ Yes ☐ No

Local Coastal Program Amendment: ☐ Yes ☒ No

Existing LCP Land Use Designation: U Proposed LCP Land Use Designation: N/A

Existing LCP Zone: P-U Proposed LCP Zone: N/A

PUBLIC FACILITIES

School District: Carlsbad Water District: Carlsbad Sewer District: Carlsbad

Equivalent Dwelling Units (Sewer Capacity): N/A

ENVIRONMENTAL IMPACT ASSESSMENT

- ☒ Categorical Exemption, 15303 – New Construction
- ☐ Negative Declaration, issued _____
- ☐ Certified Environmental Impact Report, dated _____
- ☐ Other, _____



DISCLOSURE STATEMENT P- 1(A)

Development Services

Planning Division
1635 Faraday Avenue
(760) 602-4610
www.carlsbadca.gov

Applicant's statement or disclosure of certain ownership interests on all applications which will require discretionary action on the part of the City Council or any appointed Board, Commission or Committee.

The following information **MUST** be disclosed at the time of application submittal. Your project cannot be reviewed until this information is completed. Please print.

Note:

Person is defined as "Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, in this and any other county, city and county, city municipality, district or other political subdivision or any other group or combination acting as a unit."

Agents may sign this document; however, the legal name and entity of the applicant and property owner must be provided below.

1. **APPLICANT** (Not the applicant's agent)

Provide the **COMPLETE, LEGAL** names and addresses of **ALL** persons having a financial interest in the application. If the applicant includes a corporation or partnership, include the names, titles, addresses of all individuals owning more than 10% of the shares. IF NO INDIVIDUALS OWN MORE THAN 10% OF THE SHARES, PLEASE INDICATE NON-APPLICABLE (N/A) IN THE SPACE BELOW. If a publicly-owned corporation, include the names, titles, and addresses of the corporate officers. (A separate page may be attached if necessary.)

Person <u>See attached</u>	Corp/Part _____
Title _____	Title _____
Address _____	Address _____

2. **OWNER** (Not the owner's agent)

Provide the **COMPLETE, LEGAL** names and addresses of **ALL** persons having any ownership interest in the property involved. Also, provide the nature of the legal ownership (i.e., partnership, tenants in common, non-profit, corporation, etc.). If the ownership includes a corporation or partnership, include the names, titles, addresses of all individuals owning more than 10% of the shares. IF NO INDIVIDUALS OWN MORE THAN 10% OF THE SHARES, PLEASE INDICATE NON-APPLICABLE (N/A) IN THE SPACE BELOW. If a publicly-owned corporation, include the names, titles, and addresses of the corporate officers. (A separate page may be attached if necessary.)

Person <u>See attached</u>	Corp/Part _____
Title _____	Title _____
Address _____	Address _____

3. **NON-PROFIT ORGANIZATION OR TRUST**

If any person identified pursuant to (1) or (2) above is a nonprofit organization or a trust, list the names and addresses of **ANY** person serving as an officer or director of the non-profit organization or as trustee or beneficiary of the:

Non Profit/Trust _____

Non Profit/Trust _____

Title _____

Title _____

Address _____

Address _____

4. Have you had more than \$500 worth of business transacted with any member of City staff, Boards, Commissions, Committees and/or Council within the past twelve (12) months?

☐

Yes

☒

No

If yes, please indicate person(s): _____

NOTE: Attach additional sheets if necessary.

I certify that all the above information is true and correct to the best of my knowledge.

Signature of owner/date

Signature of applicant/date

Print or type name of owner

Print or type name of applicant

Signature of owner/applicant's agent if applicable/date

Print or type name of owner/applicant's agent

Statement Regarding Shareholders

Enova Corporation, a Sempra Energy subsidiary, owns over 97% of SDG&E's voting stock, so there are no other shareholders who own more than 0% of the company's voting stock.

1070

Enova Corporation

101 Ash Street

San Diego, CA 92101



NORTH COAST / CONSTRUCTION & OPERATION BASE DEVELOPMENT PERMIT APPLICATION TO CONSTRUCT NEW MULTI-PURPOSE MEETING/TRAINING FACILITY (MOBILE BUILDING)

SAN DIEGO GAS & ELECTRIC
5016 CARLSBAD BOULEVARD
CARLSBAD, CA 92008



ARCHITECTURE + PLANNING + CONSTRUCTION ADMINISTRATION

SDA

REVISION DESCRIPTION DATE

DEVELOPMENT PERMIT SUBMITTAL 12/9/11

RE-SUBMITTAL 2/2/12

DEVELOPMENT PERMIT NOT FOR CONSTRUCTION

DATE / PROJECT

SDGE

NORTH COAST CONSTRUCTION & OPERATIONS BASE DEVELOPMENT PERMIT

MOBILE BUILDING - CREP PROJECT

NO CARLSBAD CITY CARLSBAD CALIFORNIA CITY

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<div><div>VICINITY MAP</div><div></div></div>	<div><div>SCOPE OF WORK</div><div><p>A MOBILE BUILDING IS PROPOSED TO SERVE AS A MULTI-PURPOSE OFFICE AND MEETING ROOM/TRAINING FACILITY FOR EXISTING EMPLOYEES ALREADY WORKING AT THE SITE.</p><p>THE PROPOSED PROJECT INCLUDES AN APPROXIMATELY 2,800 SQUARE FOOT (42.57 X 60 FT) MOBILE BUILDING COMPOSED OF FOUR MOBILE SECTIONS OF APPROXIMATELY 12 FT X 50 FT EACH. THE BUILDINGS ARE FABRICATED OFF SITE WITH STATE OF CALIFORNIA APPROVALS AND SHIPPED "READY MADE" TO THE SITE. THE MOBILE BUILDING AS PROPOSED WOULD INCLUDE THE FOLLOWING COMPONENTS:</p><p>A) A UNISER TOILET FACILITY (DISABLED ACCESS COMPLIANT) WITHIN THE MOBILE BUILDING.</p><p>B) PREFABRICATED RAMPING, STAIRS, AND LANDINGS TO PROVIDE ACCESS TO THE MOBILE BUILDING.</p><p>C) STANDARD LIGHTING, HVAC, AND ELECTRICAL (CONVENIENCE POWER / RECEPTACLES).</p><p>D) A PRE-ENGINEERED FOUNDATION SYSTEM WHICH TIES THE MOBILE BUILDING TO THE EXISTING PAVED SURFACE WITHOUT GRADING.</p><p>E) WOOD SKIRTING TO CONCEAL THE FOUNDATION TIIE SYSTEM.</p><p>F) PAINTED WOOD SIDING, FACIAS, AND TRIM IN COMPLIANT ALUMINUM WINDOWS. EXTERIOR WALLS WILL BE PAINTED WITH A NEUTRAL BASE COLOR (TAN / BOGE) WITH DARKER TRIM AND ACCENTS (FOREST GREEN OR OTHER).</p></div></div>	<div><div>GOVERNING AUTHORITIES</div><div><p>PLANNING DIVISION CITY OF CARLSBAD 1535 JARVIS AVENUE CARLSBAD, CA 92008 TEL: (760) 402-4400 FAX: (760) 402-4600 FIRE DEPARTMENT (760) WATER (760)</p></div></div>	<div><div>PROJECT DATA / PLANNING INFO</div><div><p>PROJECT ADDRESS: SAN DIEGO GAS & ELECTRIC 5016 CARLSBAD BOULEVARD CARLSBAD, CA 92008 LOCAL COORDINATOR: RANDO AGUIA HODONOA - PORTON LOT 11 MAP 023, BOOK 2074 PAGE 493 C.A. PORTON LOT 5, MAP 141-37-34 SITE ADDRESS: (SEE SITE DATA / THIS SHEET) PROPOSED MOBILE BUILDING AREA: 3,650 SQUARE FEET PROPOSED MOBILE BUILDING HEIGHT: ONE STORY CONVENIENCE ACCESS GENERAL PUBLIC UTILITY (G) UTILITY GENERAL PUBLIC UTILITY (G) UTILITY COASTAL CLASSIFICATION: THE PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE COASTAL ZONE AND IS SUBJECT TO THE AQUA HERONIA SEGMENT OF THE LOCAL COASTAL PROGRAM. THE COASTAL LAND USE (EDUCATION AND ZONE ARE THE SAME AS THE GENERAL PLAN AND ZONING LOTTED AROUND.</p><p>SPECIFIC PLAN: THE PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF SPECIFIC PLAN 144 AND IS SUBJECT TO THE REGULATIONS CONTAINED WITHIN.</p><p>ZONING NOTE: THE PROPERTY IS LOCATED WITHIN THE COMMERCIAL/PURPOSE-DRIVEN OVERLAY ZONE (HOMER) IS EXEMPT FROM THE REGULATIONS PURSUANT TO SECTION 21.06.040 OF THE CARLSBAD MUNICIPAL CODE (C.M.C.) IN THAT THE PROPOSED MULTI-PURPOSE OFFICE/TRAINING FACILITY WOULD BE ASSIGNED WITH AN EXISTING COMMERCIAL/PURPOSE-DRIVEN USE AS DEFINED IN C.M.C. SECTION 21.06.040.</p></div></div>	<div><div>SITE DATA</div><div><p>TOTAL ACRES: 18.4 ACRES TOTAL SQ. FT. BLDG. FOOTPRINT: 3,650 TOTAL GROSS BLDG. SQ. FT.: 245,860 TOTAL EMPLOYEE PARKING SPACES: (SEE SHEET A1.2) ASPH. BLDG. SQ. FT.: 2,740 BASEHOUSE SQ. FT.: 17,000 GARAGE SQ. FT.: 2,800</p></div></div>	<div><div>SHEET INDEX</div><div><p>DEVELOPMENT PERMIT DRAWING PACKAGE: 1-5 PROJECT DATA / GEN. NOTES A1.0 SITE PLAN - (OVERALL FOR REFERENCE) A1.1 SITE PLAN - (PROPOSED MOBILE BUILDING) A1.2 SITE PLAN - (PARKING SUMMARY) A1.3 SITE PLAN - (TOPOGRAPHY & CONCEPTUAL SEWER CONNECTION) A2.1 FLOOR PLAN (PROPOSED MOBILE BUILDING) A3.1 SITE CROSS SECTIONS & BUILDING ELEVATIONS</p><p>DIRECTORY OWNER / SITE CONTACT: SAN DIEGO GAS & ELECTRIC SITE MANAGER: JIM VALENTE 5016 CARLSBAD BOULEVARD CARLSBAD, CA 92008 (760) 438-6171 ARCHITECT: CALHOUN & ASSOCIATES INC. 1535 JARVIS AVENUE, SUITE 200 CARLSBAD, CA 92008 TEL: (760) 794-7708 FAX: (760) 794-6142 DEVELOPMENT PERMIT RECORD: PLANNING DIVISION JIM VALENTE, DIRECTOR OF PLANNING 1535 JARVIS AVENUE CARLSBAD, CA 92008 TEL: (760) 939-5740 FAX: (760) 939-5744</p></div></div>	<div><div>REVISIONS</div><div><p>DATE: 12/25/11 REVISION: 1 DATE: 12/25/11</p></div></div>
<div><div>ABBREVIATIONS</div><div><p>A AND B AND C AND D AND E AND F AND G AND H AND I AND J AND K AND L AND M AND N AND O AND P AND Q AND R AND S AND T AND U AND V AND W AND X AND Y AND Z AND AA AND AB AND AC AND AD AND AE AND AF AND AG AND AH AND AI AND AJ AND AK AND AL AND AM AND AN AND AO AND AP AND AQ AND AR AND AS AND AT AND AU AND AV AND AW AND AX AND AY AND AZ AND BA AND BB AND BC AND BD AND BE AND BF AND BG AND BH AND BI AND BJ AND BK AND BL AND BM AND BN AND BO AND BP AND BQ AND BR AND BS AND BT AND BU AND BV AND BW AND BX AND BY AND BZ AND CA AND CB AND CC AND CD AND CE AND CF AND CG AND CH AND CI AND CJ AND CK AND CL AND CM AND CN AND CO AND CP AND CQ AND CR AND CS AND CT AND CU AND CV AND CW AND CX AND CY AND CZ AND DA AND DB AND DC AND DD AND DE AND DF AND DG AND DH AND DI AND DJ AND DK AND DL AND DM AND DN AND DO AND DP AND DQ AND DR AND DS AND DT AND DU AND DV AND DW AND DX AND DY AND DZ AND EA AND EB AND EC AND ED AND EE AND EF AND EG AND EH AND EI AND EJ AND EK AND EL AND EM AND EN AND EO AND EP AND EQ AND ER AND ES AND ET AND EU AND EV AND EW AND EX AND EY AND EZ AND FA AND FB AND FC AND FD AND FE AND FF AND FG AND FH AND FI AND FJ AND FK AND FL AND FM AND FN AND FO AND FP AND FQ AND FR AND FS AND FT AND FU AND FV AND FW AND FX AND FY AND FZ AND GA AND GB AND GC AND GD AND GE AND GF AND GG AND GH AND GI AND GJ AND GK AND GL AND GM AND GN AND GO AND GP AND GQ AND GR AND GS AND GT AND GU AND GV AND GW AND GX AND GY AND GZ AND HA AND HB AND HC AND HD AND HE AND HF AND HG AND HH AND HI AND HJ AND HK AND HL AND HM AND HN AND HO AND HP AND HQ AND HR AND HS AND HT AND HU AND HV AND HW AND HX AND HY AND HZ AND IA AND IB AND IC AND ID AND IE AND IF AND IG AND IH AND II AND IJ AND IK AND IL AND IM AND IN AND IO AND IP AND IQ AND IR AND IS AND IT AND IU AND IV AND IW AND IX AND IY AND IZ AND JA AND JB AND JC AND JD AND JE AND JF AND JG AND JH AND JI AND JJ AND JK AND JL AND JM AND JN AND JO AND JP AND JQ AND JR AND JS AND JT AND JU AND JV AND JW AND JX AND JY AND JZ AND KA AND KB AND KC AND KD AND KE AND KF AND KG AND KH AND KI AND KJ AND KK AND KL AND KM AND KN AND KO AND KP AND KQ AND KR AND KS AND KT AND KU AND KV AND KW AND KX AND KY AND KZ AND LA AND LB AND LC AND LD AND LE AND LF AND LG AND LH AND LI AND LJ AND LK AND LM AND LN AND LO AND LP AND LQ AND LR AND LS AND LT AND LU AND LV AND LW AND LX AND LY AND LZ AND MA AND MB AND MC AND MD AND ME AND MF AND MG AND MH AND MI AND MJ AND MK AND ML AND MN AND MO AND MP AND MQ AND MR AND MS AND MT AND MU AND MV AND MW AND MX AND MY AND MZ AND NA AND NB AND NC AND ND AND NE AND NF AND NG AND NH AND NI AND NJ AND NK AND NL AND NM AND NO AND NP AND NQ AND NR AND NS AND NT AND NU AND NV AND NW AND NX AND NY AND NZ AND OA AND OB AND OC AND OD AND OE AND OF AND OG AND OH AND OI AND OJ AND OK AND OL AND OM AND ON AND OO AND OP AND OQ AND OR AND OS AND OT AND OU AND OV AND OW AND OX AND OY AND OZ AND PA AND PB AND PC AND PD AND PE AND PF AND PG AND PH AND PI AND PJ AND PK AND PL AND PM AND PN AND PO AND PP AND PQ AND PR AND PS AND PT AND PU AND PV AND PW AND PX AND PY AND PZ AND QA AND QB AND QC AND QD AND QE AND QF AND QG AND QH AND QI AND QJ AND QK AND QL AND QM AND QN AND QO AND QP AND QQ AND QR AND QS AND QT AND QU AND QV AND QW AND QX AND QY AND QZ AND RA AND RB AND RC AND RD AND RE AND RF AND RG AND RH AND RI AND RJ AND RK AND RL AND RM AND RN AND RO AND RP AND RQ AND RR AND RS AND RT AND RU AND RV AND RW AND RX AND RY AND RZ AND SA AND SB AND SC AND SD AND SE AND SF AND SG AND SH AND SI AND SJ AND SK AND SL AND SM AND SN AND SO AND SP AND SQ AND SR AND SS AND ST AND SU AND SV AND SW AND SX AND SY AND SZ AND TA AND TB AND TC AND TD AND TE AND TF AND TG AND TH AND TI AND TJ AND TK AND TL AND TM AND TN AND TO AND TP AND TQ AND TR AND TS AND TT AND TU AND TV AND TW AND TX AND TY AND TZ AND UA AND UB AND UC AND UD AND UE AND UF AND UG AND UH AND UI AND UJ AND UK AND UL AND UM AND UN AND UO AND UP AND UQ AND UR AND US AND UT AND UU AND UV AND UW AND UX AND UY AND UZ AND VA AND VB AND VC AND VD AND VE AND VF AND VG AND VH AND VI AND VJ AND VK AND VL AND VM AND VN AND VO AND VP AND VQ AND VR AND VS AND VT AND VU AND VV AND VW AND VX AND VY AND VZ AND WA AND WB AND WC AND WD AND WE AND WF AND WG AND WH AND WI AND WJ AND WK AND WL AND WM AND WN AND WO AND WP AND WQ AND WR AND WS AND WT AND WU AND WV AND WW AND WX AND WY AND WZ AND XA AND XB AND XC AND XD AND XE AND XF AND XG AND XH AND XI AND XJ AND XK AND XL AND XM AND XN AND XO AND XP AND XQ AND XR AND XS AND XT AND XU AND XV AND XW AND XX AND XY AND XZ AND YA AND YB AND YC AND YD AND YE AND YF AND YG AND YH AND YI AND YJ AND YK AND YL AND YM AND YN AND YO AND YP AND YQ AND YR AND YS AND YT AND YU AND YV AND YW AND YX AND YY AND YZ AND ZA AND ZB AND ZC AND ZD AND ZE AND ZF AND ZG AND ZH AND ZI AND ZJ AND ZK AND ZL AND ZM AND ZN AND ZO AND ZP AND ZQ AND ZR AND ZS AND ZT AND ZU AND ZV AND ZW AND ZX AND ZY AND ZZ AND</p></div></div>	<div><div>GENERAL PROJECT DESCRIPTION</div><div><p>Project Description: The SDGE North Coast C&O Center is located within Specific Plan 144 and is zoned Public Utility (P.U.). Per various City Council Resolutions as well as requirements of SD Act, in order to modify or expand the current uses within the Specific Plan, the City has determined that the Redevelopment Permit may be appropriate in nature in which case it would be approved of a staff level and obtained subsequent to the Conditional Use Permit. In the alternative, the Planning Commission could approve it concurrently with the CUP.</p><p>The proposed mobile building will be screened from public view by the existing buildings and a temporary wall along Canyon Road. The proposed location is more than 100 feet from the C&O Center and all surrounding ADA areas. The building site is also next to existing utilities.</p><p>Background: The SDGE North Coast C&O Center is located within Specific Plan 144 and is zoned Public Utility (P.U.). Per various City Council Resolutions as well as requirements of SD Act, in order to modify or expand the current uses within the Specific Plan, the City has determined that the Redevelopment Permit may be appropriate in nature in which case it would be approved of a staff level and obtained subsequent to the Conditional Use Permit. In the alternative, the Planning Commission could approve it concurrently with the CUP.</p><p>The C&O Center is located within the Coastal Zone. The area is identified as the Aquia Heron segment of the Coastal Local Coastal Program (LCP) and the State Coastal Commission has retained the authority to issue the Coastal Development Permit, which will be required subsequent to City approval.</p><p>Preliminary discussion with the City of Carlsbad indicated support of the proposed. The City has suggested that the mobile building proposal follow up through the Preliminary Review process where specific requirements can be identified prior to a formal submission.</p><p>It is SDGE's understanding that the mobile building will require approval of a Conditional Use Permit by the Planning Commission. This discretionary action will also require some level of CEQA review. The CEQA document will likely be a Negative Declaration (level 1) or exemption.</p></div></div>	<div><div>DEVELOPMENT PERMIT</div><div><p>ANTICIPATED DEVELOPMENT PERMIT REQUIRED: CONDITIONAL USE PERMIT (CUP) - C.M.C. SECTION 21.06.040 OF THE P.U. ZONE, REQUIRES PLANNING COMMISSION APPROVAL OF A CUP FOR MOBILE BUILDING AS DEFINED IN C.M.C. SECTION 21.06.040 AND SUBJECT TO MUNICIPAL CODE (C.M.C.) IN THAT THE PROPOSED MULTI-PURPOSE OFFICE/TRAINING FACILITY WOULD BE ASSIGNED WITH AN EXISTING COMMERCIAL/PURPOSE-DRIVEN USE AS DEFINED IN C.M.C. SECTION 21.06.040.</p></div></div>	<div><div>PRELIMINARY REVIEW (COMPLETED)</div><div><p>A PRELIMINARY REVIEW OF THIS PROJECT HAS BEEN COMPLETED. THE REFERENCE NAME GIVEN BY THE CITY OF CARLSBAD IS: "THE 11-02 - NORTH COAST C&O MOBILE BUILDING" / MARCH 14, 2011. A LETTER SUMMARIZING THE CITY OF CARLSBAD'S PRELIMINARY REVIEW RESPONSES, WAS PROVIDED BY PRINCIPAL PLANNER CHRIS CHENARD, DATED MARCH 14, 2011.</p></div></div>	<div><div>SYMBOL LEGEND</div><div><p>1-1 WALL SECTION REFERENCE 1-2 ROOM REFERENCE 1-3 INTERIOR ELEVATION REFERENCE (SEE DETAILS) 1-4 WINDOW SYMBOL 1-5 REVISION SYMBOL 1-6 DETAIL REFERENCE 1-7 KEYNOTE 1-8 DOOR SYMBOL 1-9 DOOR NUMBER 1-10 HARDWARE SET INDICATOR (SEE LEGEND) 1-11 DOOR TYPE INDICATOR (SEE LEGEND)</p></div></div>		
<div><div>TITLE SHEET</div><div><p>GENERAL NOTES</p></div></div>					<div><div>REVISIONS</div><div><p>DATE: 12/25/11 REVISION: 1 DATE: 12/25/11</p></div></div>	

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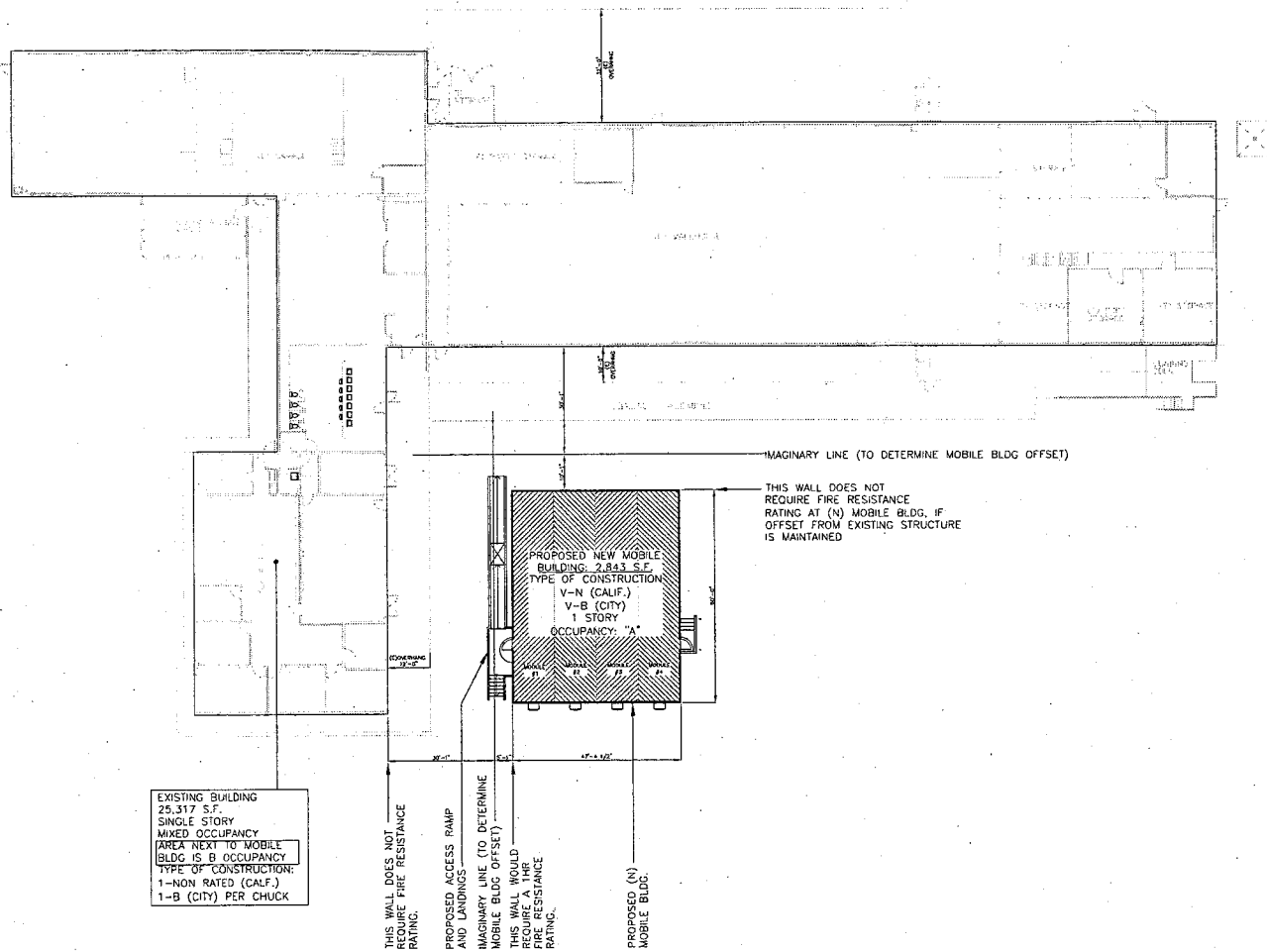
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1 NORTH COAST OPERATIONS AND MAINTENANCE CENTER - PROPOSED MOBILE BUILDING PLAN
1/16" = 1'-0"



2012 CITY OF SAN DIEGO
CITY ENGINEER'S OFFICE
CITY OF SAN DIEGO
CITY ENGINEER'S OFFICE

ARCHITECTURAL + PLANNING + CONSTRUCTION ADMINISTRATION

SA

REVISION	DESCRIPTION	DATE
DEVELOPMENT PERMIT SUBMITTAL		12/5/11
RE-SUBMITTAL		2 / 2 / 12

DEVELOPMENT PERMIT
NOT FOR
CONSTRUCTION

CLIENT / PROJECT



NORTH COAST
CONSTRUCTION &
OPERATIONS BASE
DEVELOPMENT PERMIT
PROJECT CHALLENGE - GROWTH PAIN

110 CALIFORNIA DRIVE
CARLSBAD, CALIFORNIA 92008

SHEET 001
FLOORPLAN
(PROPOSED
MOBILE BLDG)

OWNER: SDGE	NO
DESIGNER: SDGE	NO
CITY PROJECT NO:	11-SDGP-0421
SDGE PROJECT NO:	11-0421
SCALE:	AS NOTED

CAL NORTH

SHEET NO. **A1.1**

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12/5/11
12/5/11
12/5/11

ARCHITECTURE & PLANNING - CONSTRUCTION ADMINISTRATION

S&B

DESIGN SUBMITTAL 12/5/11
RE-SUBMITTAL 1/1/12

DEVELOPMENT PERMIT
NOT FOR CONSTRUCTION

DATE: 1/1/12



NORTH COAST
CONSTRUCTION &
OPERATIONS BASE
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NORTH COAST CONSTRUCTION &
OPERATIONS BASE
DEVELOPMENT PERMIT

SDGE

SITEPLAN

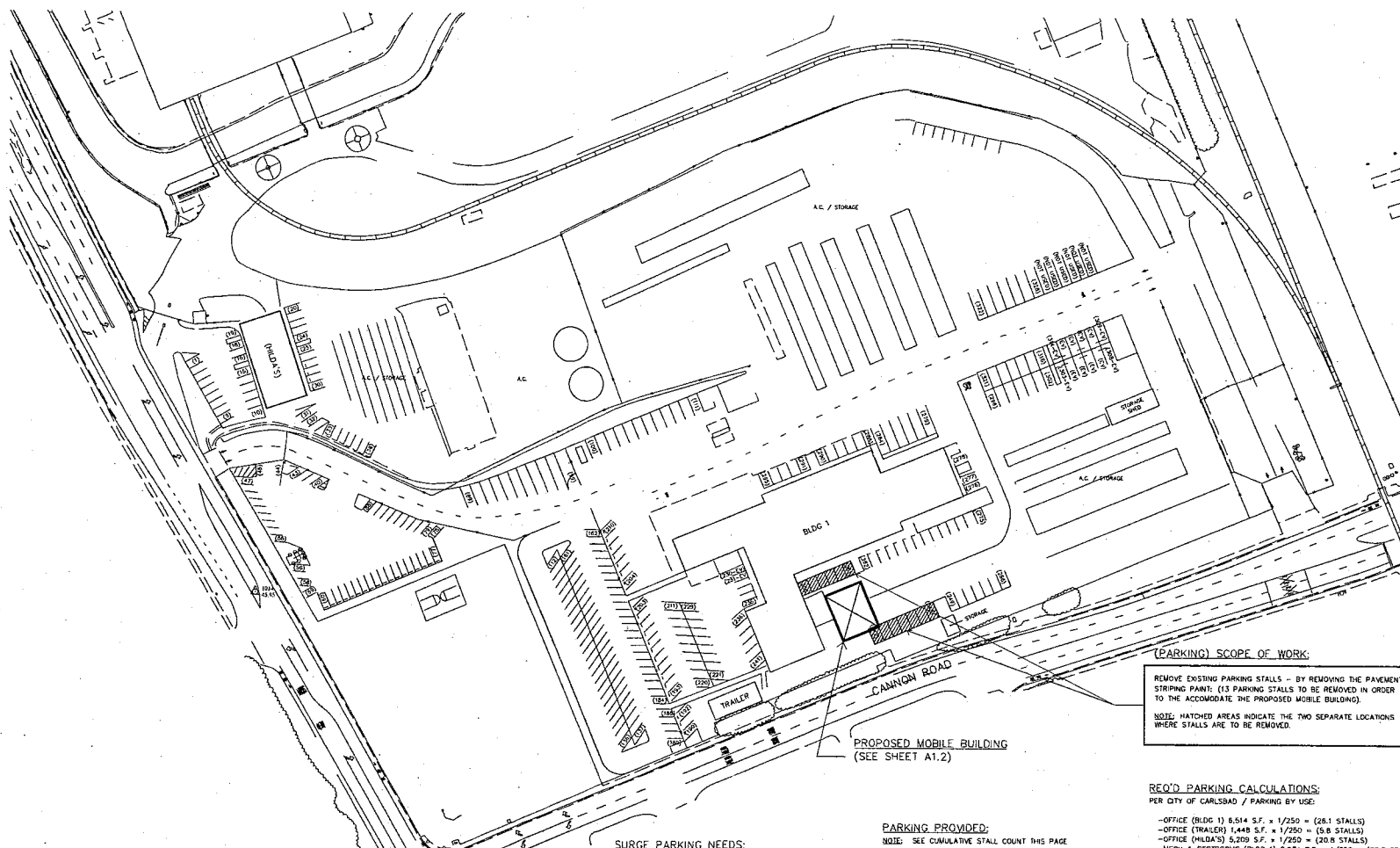
(PARKING SUMMARY)

PROJECT NO. 11-00000000
SHEET NO. 11-00000000
DATE 11/1/11

DATE 11/1/11

DATE 11/1/11

A1.2



CITY OF CARLSBAD PARKING REQ'S

REFERENCE CARLSBAD MUNICIPAL ORDINANCE (CHAPTER 21.44.020)

- PROFESSIONAL OFFICES: ONE SPACE / TWO HUNDRED FIFTY SQUARE FEET OF GROSS FLOOR AREA. (NOTE: MECHANICAL & RESTROOM SPACES WERE CALCULATED AT THE OFFICE RATE DUE TO THE "GROSS FLOOR AREA" LANGUAGE)
- WAREHOUSE: ONE SPACE / ONE THOUSAND SQUARE FEET OF GROSS FLOOR AREA PLUS ONE STALL FOR EACH VEHICLE USED IN CONJUNCTION W/ THE USE
- REPAIR GARAGE FOUR SPACES FOR EVERY WORK BAY (UP TO THREE WORK BAYS). TWO SPACES PER BAY IN EXCESS OF THREE BAYS. WORKBAYS DO NOT COUNT AS PARKING SPACES

DAILY PARKING NEEDS:

SDGE / PARKING BY STANDARD/DAILY OPERATIONAL NEED:

- ON-SITE PERSONNEL (101):
 - OFFICE EMPLOYEES/VEHICLES @ 1:1 = (10 STALLS)
 - FIELD EMPLOYEES/VEHICLES @ 1:1 = (79 STALLS)
 - WAREHOUSE EMPLOYEES/VEHICLES @ 1:1 = (4 STALLS)
 - GARAGE EMPLOYEES/VEHICLES @ 1:1 = (2 STALLS)

- OTHER:
 - FLEET VEHICLES STORED ON SITE = (95 STALLS)
 - VISITOR PARKING = (4 STALLS)

TOTAL NEEDED PARKING = (200 STALLS)

- OFF-SITE PERSONNEL (17) NOT INCLUDED IN DAILY PARKING NEEDS:
 - FLEET VEHICLES DISPATCHED FROM EMPLOYEES HOME/STORED OFF SITE = (37 STALLS)
 - RENTAL UNIT PARKING (6 STALLS)

SURGE PARKING NEEDS:

SDGE / PARKING BASE ON AN "ALL HANDS" ON SITE MEETING

- ON-SITE PERSONNEL (101):
 - OFFICE EMPLOYEES/VEHICLES @ 1:1 = (16 STALLS)
 - FIELD EMPLOYEES/VEHICLES @ 1:1 = (79 STALLS)
 - WAREHOUSE EMPLOYEES/VEHICLES @ 1:1 = (4 STALLS)
 - GARAGE EMPLOYEES/VEHICLES @ 1:1 = (2 STALLS)

- OTHER:
 - FLEET VEHICLES STORED ON SITE = (95 STALLS)
 - FLEET VEHICLES DISPATCHED FROM EMPLOYEES HOME/STORED OFF SITE = (37 STALLS)
 - RENTAL UNIT PARKING = (6 STALLS)
 - VISITOR PARKING = (4 STALLS)

TOTAL NEEDED PARKING = (243 STALLS)

PARKING PROVIDED:

NOTE: SEE CUMULATIVE STALL COUNT THIS PAGE

- ALL PARKING STALLS INCLUDED IN PARKING CALCULATIONS ARE CLEARLY STRIPED W/ HIGHWAY GRADE YELLOW PAINT TYP.

NOTE: QUANTITY INDICATED REFLECTS THE REMOVAL OF STALL #78 AS REQUESTED BY SCOTT DONNEL OF THE CITY OF CARLSBAD PLANNING DEPARTMENT ON AUG. 10, 2009.

NEW PROPOSED PARKING STALL COUNT WITH (13) STALLS REMOVED FOR MOBILE BUILDING:

TOTAL PARKING PROPOSED = (314 STALLS)

(PARKING) SCOPE OF WORK:

REMOVE EXISTING PARKING STALLS - BY REMOVING THE PAVEMENT STRIPING PAINT: (13 PARKING STALLS TO BE REMOVED IN ORDER TO ACCOMMODATE THE PROPOSED MOBILE BUILDING)

NOTE: HATCHED AREAS INDICATE THE TWO SEPARATE LOCATIONS WHERE STALLS ARE TO BE REMOVED.

REQ'D PARKING CALCULATIONS:

PER CITY OF CARLSBAD / PARKING BY USE:

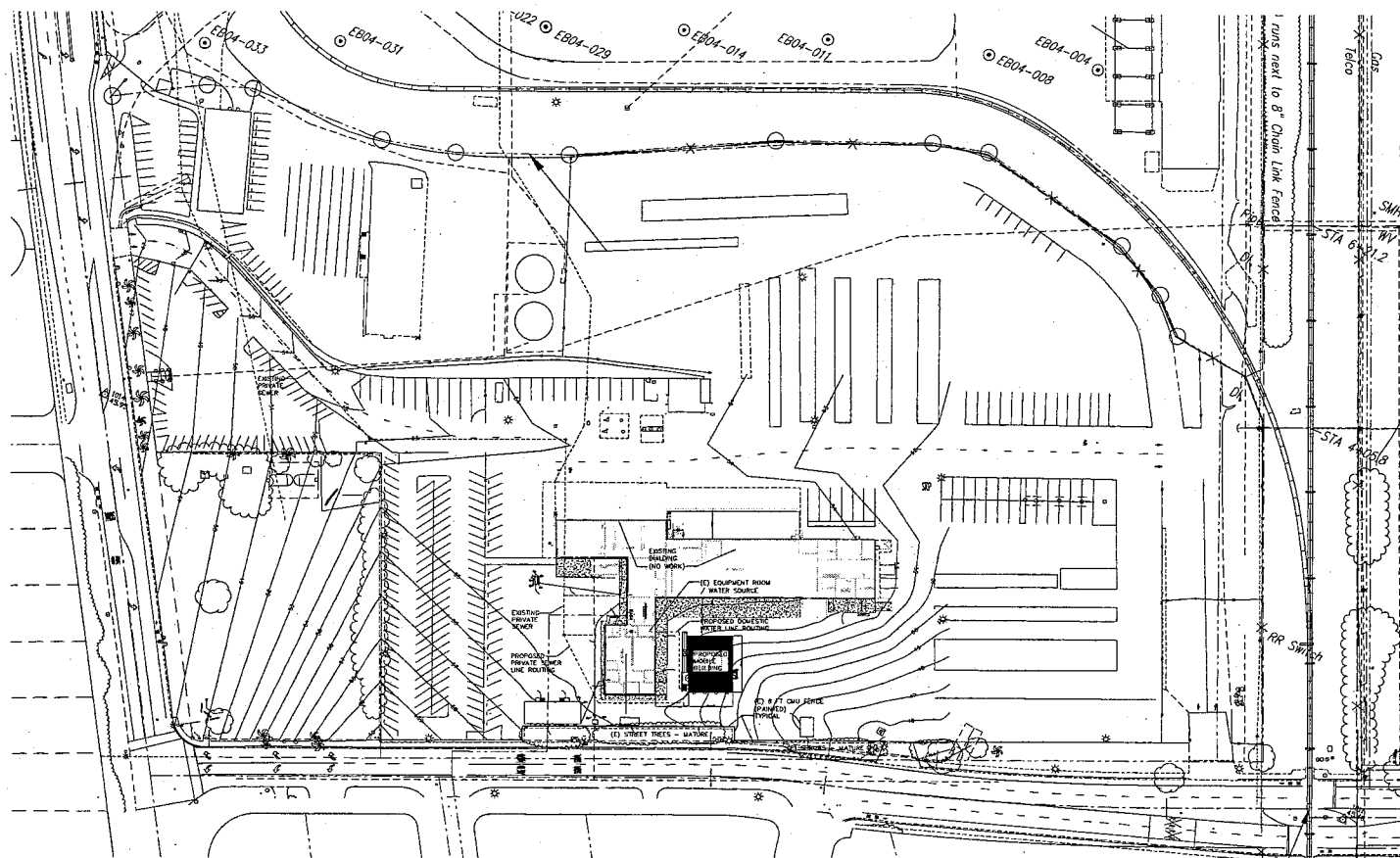
- OFFICE (BLDG 1) 8,514 S.F. x 1/250 = (261 STALLS)
- OFFICE (TRAILER) 1,449 S.F. x 1/250 = (58 STALLS)
- OFFICE (HILDA'S) 5,209 S.F. x 1/250 = (208 STALLS)
- MECH & RESTROOMS (BLDG 1) 6,934 S.F. x 1/250 = (27.7 STALLS)
- WAREHOUSE (BLDG 1):
 - A) 13,594 S.F. x 1/1,000 = (136 STALLS)
 - B) 6 EMPLOYEES @ 1/1 = (6 STALLS)
- GARAGE (5,137 S.F. @ BLDG 1):
 - A) 3 BAYS x 4/BAY = (12 STALLS)
 - B) 3 BAYS x 2/BAY = (6 STALLS)
- PROPOSED MOBILE BLDG: 2,850 x 1 / 250 = (11.4 STALLS)

TOTAL REQUIRED PARKING = (130 STALLS)

SITEPLAN

NOTE: ALL ELEMENTS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE

SCALE: 1" = 80'-0"



1 SITEPLAN (UTILITIES & TOPO)
1"=60'-0"

EXISTING ITEM SYMBOL LEGEND

SD	EXIST. STORM DRAIN LINE	○	EXIST. ELEVATION MARK	SEWER	SEWER
W	EXIST. WATER	▲	EXIST. PRESSURE REGULATING DEVICES, HYDRA. CONTROL VALVE (REGISTRATION)	SEWER	SEWER
G	EXIST. GAS	⊕	EXIST. REDUCED PRESSURE BACKFLOW PREVENTER	SEWER	SEWER
E	EXIST. ELECTRICAL	⊕	EXIST. LIGHT STANDARD (BULK)	SEWER	SEWER
T	EXIST. TELEPHONE	⊕	EXIST. LIGHT STANDARD (SMALL)	SEWER	SEWER
I	EXIST. IRRIGATION PIPING	⊕	EXIST. FIRE EXTINGUISHER	SEWER	SEWER
SC	EXIST. SECURITY CAMERA	⊕	EXIST. SEWAGE POLE	SEWER	SEWER
S	EXIST. SANITARY SEWER	⊕	EXIST. TELEPHONE POLE	SEWER	SEWER
F	EXIST. FIRE WATER	⊕	EXIST. TRANSFORMER	SEWER	SEWER
C	EXIST. ELECTRICAL CONDUIT	⊕	EXIST. ELECTRICAL PANEL	SEWER	SEWER
TPC	EXIST. TELE. FIBER OPTIC	⊕	EXIST. DRAINAGE DRAINAGE DIRECTION OF FLOW	SEWER	SEWER
	EXIST. DIRECTION OF FLOW	⊕	EXIST. ASPHALT CONC. DRIVE BY DIRECTION OF FLOW	SEWER	SEWER
	EXIST. PROPERTY LINE	⊕	EXIST. TRENCH	SEWER	SEWER
	EXIST. FENCE	⊕	EXIST. ABOVE GROUND TANK	SEWER	SEWER
	EXIST. SLOPED BANK	⊕	EXIST. UNDERGROUND TANK	SEWER	SEWER
		⊕	EXIST. PRIMARY STRUCTURES	SEWER	SEWER

GENERAL SITE DATA

TOTAL SITE ACRES	16.4 ACRES
USABLE YARD SQ. FT.	248,800 SQ. FT.

GRADING

NO GRADING IS PROPOSED. THE PROPOSED MOBILE BUILDING WILL BE PLACED ENTIRELY ON TOP OF EXISTING AC PAVED AREAS.



ARCHITECTURE + PLANNING + CONSTRUCTION ADMINISTRATION

SCALE

DEVELOPMENT PERMIT
SUBMITTAL
12/5/21
RE-SUBMITTAL
2/2/22

DEVELOPMENT
PERMIT
NOT FOR
CONSTRUCTION

CLIENT / PROJECT



NORTH COAST
CONSTRUCTION &
OPERATIONS BASE
DEVELOPMENT PERMIT
FOR DIOLE BUILDINGS - (DIOLE PERMIT)

WITH CARLOAD OVER
CAPACITY CASPONS 1000

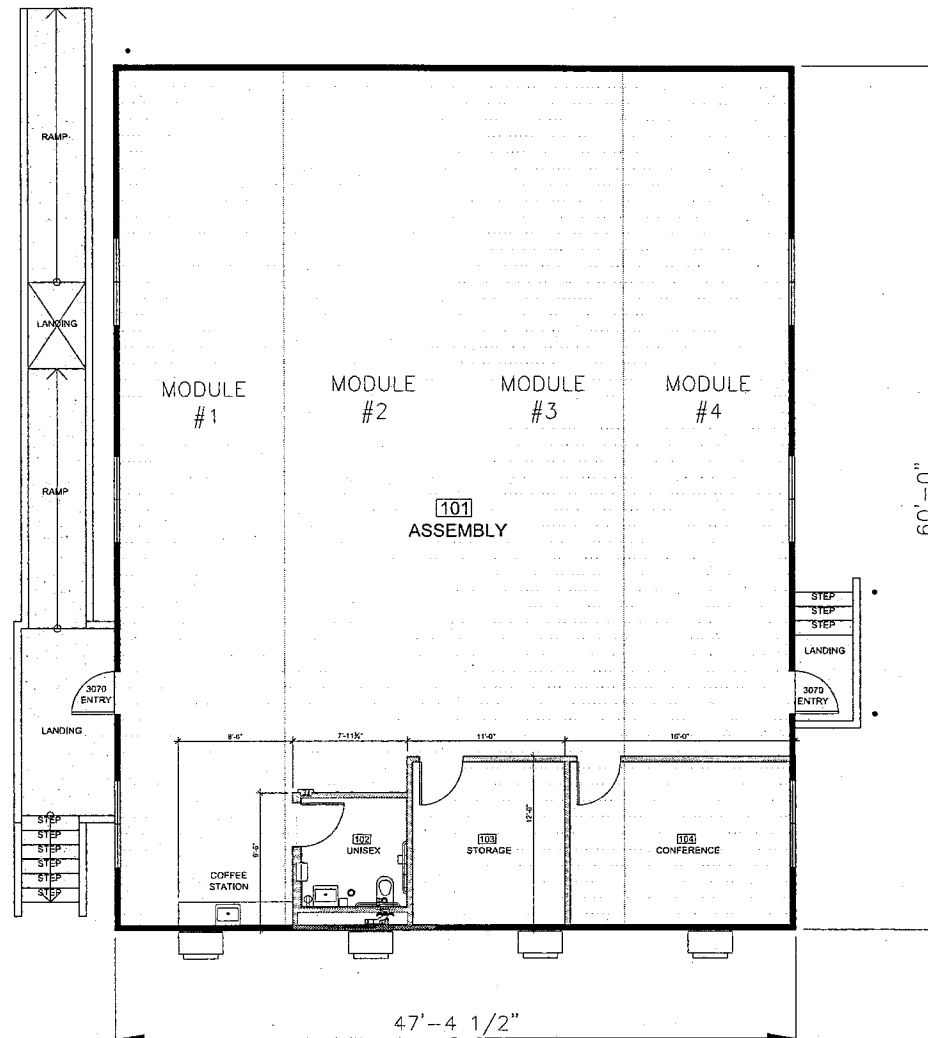


SHEET TITLE
SITEPLAN
(UTILITIES & TOPO)

DESIGNER: MCH
CHECKED BY: MCH
DATE: 11/15/2021
SCALE: AS SHOWN

SCALE

SHEET NO. **A1.3**



1 NORTH COAST OPERATIONS AND MAINTENANCE CENTER - PROPOSED MOBILE BUILDING FLOORPLAN
1/4" = 1'-0"



ARCHITECTURE • PLANNING • CONSTRUCTION ADMINISTRATION

SCALE

REVISION	DESCRIPTION	DATE
DEVELOPMENT PERMIT SUBMITTAL		12/3/11
RE-SUBMITTAL		2 / 2 / 12

DEVELOPMENT PERMIT
NOT FOR CONSTRUCTION

OWNER / PROJECT



NORTH COAST CONSTRUCTION & OPERATIONS BASE
DEVELOPMENTAL PERMIT
MOBILE BUILDINGS - C&P # 1011
SAN CARLOS CITY
CALIFORNIA 94581-0001

SHEET TITLE
FLOORPLAN
(PROPOSED MOBILE BLDG)

DESIGNED BY	WJC
CHECKED BY	WJC
DATE PROJECT NO.	11-3004-0001
SCALE PROJECT NO.	A-001
DATE	AS NOTED

DATE/REVISION

SHEET NO.

A2.1

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2022 NORTH COAST
OPERATIONS AND MAINTENANCE CENTER
ARCHITECTURE + PLANNING + CONSTRUCTION ADMINISTRATION

SCALE

REVISIONS
SUBMITTAL
RE-SUBMITTAL

DEVELOPMENT PERMIT
NOT FOR CONSTRUCTION

DATE: 1/10/2022



NORTH COAST
CONSTRUCTION &
OPERATIONS BASE
DEVELOPMENT PERMIT
MOBILE BUILDINGS - CRW # 10101

WITH CALIFORNIA STATE
ELECTRICITY DELIVERY

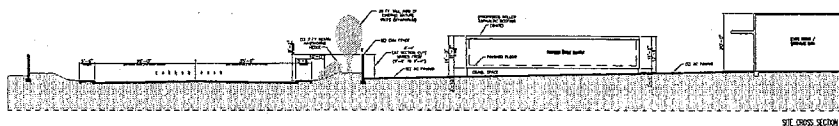
SHEET 101
SITE SECTIONS
&
MOBILE BLDG
ELEVATIONS

DESIGNED BY: SDGE
CHECKED BY: SDGE
DATE: 1/10/2022
PROJECT NO.: 17-1000-0001
SCALE: AS NOTED

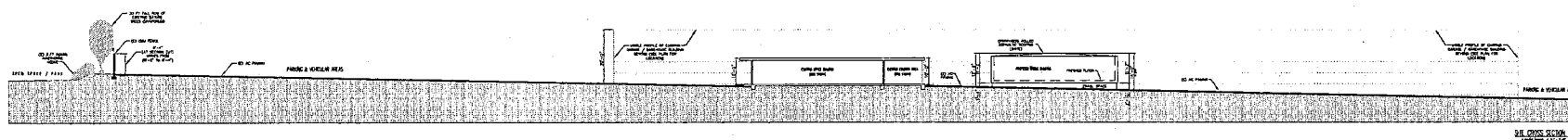
CALIFORNIA

SHEET NO.

A3.1



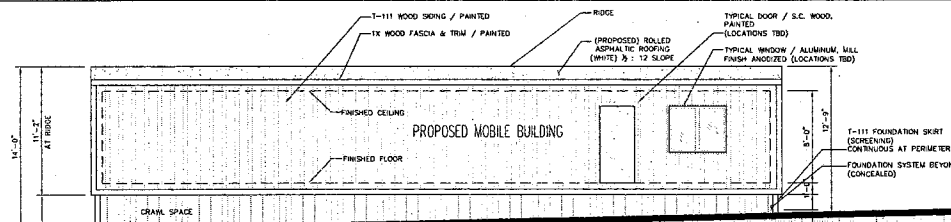
SITE CROSS SECTION A-A
SCALE: 1/8" = 1'-0"



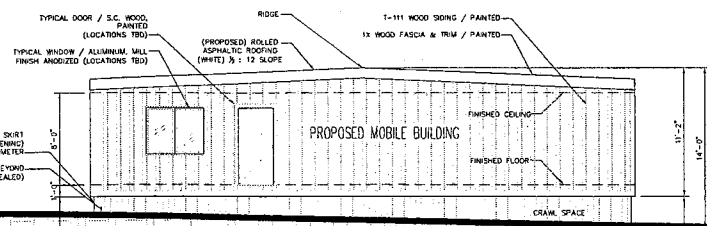
SITE CROSS SECTION B-B
SCALE: 1/8" = 1'-0"

1 NORTH COAST OPERATIONS AND MAINTENANCE CENTER - SITE CROSS SECTIONS
1" = 20'-0"

EAST ELEVATION
(WEST SIMILAR) 1/4" = 1'-0"



SOUTH ELEVATION
(NORTH SIMILAR) 1/4" = 1'-0"



2 NORTH COAST OPERATIONS AND MAINTENANCE CENTER - PROPOSED MOBILE BUILDING ELEVATIONS
1" = 20'-0"

Vice Chairperson Siekmann asked if there were any questions of the applicant. Seeing none, she asked if there any were members of the audience who wished to speak on Agenda Item 2. Seeing none, Vice Chairperson Siekmann opened and closed the public testimony on Agenda Item 2.

DISCUSSION

Commissioner L'Heureux stated he can support the project.

Commissioner Arnold also stated his support for the project.

Commissioner Black stated he can support the project.

Commissioner Scully stated she too can support the project.

Commissioner Nygaard stated she can support the project.

Vice Chairperson Siekmann also stated her support for the project.

MOTION

ACTION: Motion by Commissioner Nygaard, and duly seconded, that the Planning Commission adopt Planning Commission Resolutions No. 6867 and 6868 approving a Site Development Plan (SDP 08-01) and Coastal Development Permit (CDP 08-04), based upon the findings and subject to the conditions contained therein.

VOTE: 6-0-1

AYES: Vice Chairperson Siekmann, Commissioner Arnold, Commissioner Black, Commissioner L'Heureux, Commissioner Nygaard, and Commissioner Scully

NOES: None

ABSENT: Chairperson Schumacher

ABSTAIN: None

Chairperson Schumacher closed the public hearing on Agenda Item 2 and asked Mr. Neu to introduce the next item.

3. **RP 11-35/CUP 11-07 – SDG&E NORTH COAST OPS CENTER** – Request for a recommendation of approval of a Redevelopment Permit and approval of a Conditional Use Permit to allow for the development of a 2,850 square foot temporary mobile building on the 16.37 acre SDG&E Operations Center property, located at 5016 Carlsbad Boulevard in the South Carlsbad Coastal Redevelopment Area, the Agua Hedionda Segment of the Carlsbad Local Coastal Program, and Local Facilities Management Zone 3.

Mr. Neu introduced Agenda Item 3 and stated Assistant Planner Dan Halverson would make the staff presentation.

Vice Chairperson Siekmann opened the public hearing on Agenda Item 3.

Mr. Halverson gave a detailed presentation and stated he would be available to answer any questions.

Vice Chairperson Siekmann asked if there were any questions of Staff.

Vice Chairperson Siekmann clarified that this building is temporary and the applicant will need to apply for any extensions beyond the 5 years. Mr. Halverson stated yes.

Vice Chairperson Siekmann asked if there were any further questions of Staff. Seeing none, she asked if the applicant wished to make a presentation.

Paul Klukas, Planning Systems, 1530 Faraday Avenue Suite 100, Carlsbad, gave a brief presentation and stated he would be available to answer any questions.

Vice Chairperson Siekmann asked if there were any questions of the applicant. Seeing none, she asked if there any were members of the audience who wished to speak on Agenda Item 3.

Nina Eaton, 9295 Tierra Del Oro, Carlsbad, stated that if the City allows a temporary building on this property it will only encourage SDG&E to stay at the location longer.

Vice Chairperson Siekmann asked if there were any other members of the audience who wished to speak on the item. Seeing none, she closed the public testimony on the item.

DISCUSSION

Commissioner L'Heureux stated he can support the project.

Commissioner Arnold stated he can support the project.

Commissioner Black stated he can support the project.

Commissioner Scully stated she can support the project.

Commissioner Nygaard stated her concurrence with her fellow Commissioners and stated she can support the project.

Vice Chairperson Siekmann stated she can also support the project.

MOTION

ACTION: Motion by Commissioner Nygaard, and duly seconded, that the Planning Commission adopt Planning Commission Resolution No. 6870 recommending approval of Redevelopment Permit RP 11-35 and adopt Planning Commission Resolution No. 6871 approving Conditional Use Permit CUP 11-07 based on the findings and subject to the conditions contained therein.

VOTE: 6-0-1

AYES: Vice Chairperson Siekmann, Commissioner Arnold, Commissioner Black, Commissioner L'Heureux, Commissioner Nygaard, and Commissioner Scully

NOES: None

ABSENT: Chairperson Schumacher

ABSTAIN: None

Vice Chairperson Siekmann closed the public hearing on Agenda Item 3 and asked Mr. Neu to introduce the next item.

4. **COMPLETE STREETS PRESENTATION** – Receive a presentation regarding complete streets. Starting January 2011, Assembly Bill 1358, The California Complete Streets Act, requires that all cities, upon the next update of their circulation element, must plan for the development of multimodal transportation networks. Complete streets are part of a well-balanced, connected, safe, and convenient multimodal transportation network. The network should consist of complete streets which are designed and constructed to serve all users of streets regardless of their age or ability, or whether they are driving, walking, bicycling, or taking transit.

Mr. Neu introduced Agenda Item 4 and stated Deputy Transportation Director/City Traffic Engineer Bryan Jones would make the staff presentation.



CITY OF CARLSBAD – AGENDA BILL

15

AP# 20,897	Traffic Safety Commission Appointment	DEPT. HEAD
MTC. 5/8/12		CITY ATTY.
DEPT. Clerk		CITY MGR.

RECOMMENDED ACTION:

Adopt Resolution No. 2012-106 appointing one member to the Traffic Safety Commission.

ITEM EXPLANATION:

Steve Gallagher, whose term expires in July 2013, resigned from the Traffic Safety Commission effective April 3, 2012. Commissioner Gallagher has served on the Commission for approximately three years.

One appointment to the Traffic Safety Commission is required to fill this vacancy.

ENVIRONMENTAL IMPACT:

Pursuant to Public Resources Code section 21065, this action does not constitute a "project" within the meaning of CEQA in that it has not potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

NOTE: Members of the Traffic Safety Commission are subject to the provisions of the Political Reform Act, and must file a Statement of Economic Interests.

EXHIBITS:

- Resolution No. 2012-106 appointing one member to the Traffic Safety Commission.
- Letter of resignation from Steve Gallagher.

DEPARTMENT CONTACT: Karen Kundtz 760-434-2808 Karen.Kundtz@carlsbadca.gov

FOR STAFF USE ONLY.

ACTION:

APPROVED ☐
 DENIED ☐
 CONTINUED ☐
 WITHDRAWN ☐
 AMENDED ☐

CONTINUED TO DATE SPECIFIC ☐
 CONTINUED TO DATE UNKNOWN ☐
 RETURNED TO STAFF ☐
 OTHER – SEE MINUTES ☐

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, APPOINTING ONE MEMBER TO THE TRAFFIC SAFETY COMMISSION.

WHEREAS, Steve Gallagher, whose term expires in July 2013, has resigned from the Traffic Safety Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows that :

1. The above recitations are true and correct.
2. Council accepts the resignation of Steve Gallagher.
3. The following person is hereby appointed to serve as a member of the Traffic Safety Commission for a term to expire in July 2013:

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PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council
of the City of Carlsbad on the _____ day of _____, 2012,
by the following vote to wit:

AYES:

NOES:

ABSENT:

MATT HALL, Mayor

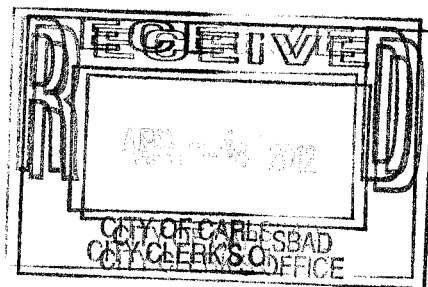
ATTEST:

LORRAINE W. WOOD, City Clerk

C.C. Council Ediluz
File

April 3, 2012

Honorable Matt Hall, Mayor
City of Carlsbad
1200 Carlsbad Village Drive
Carlsbad, CA. 92008



Dear Mayor Hall:

I have had the privilege of serving on the City's Traffic Safety Commission for nearly three years. It has been a rewarding experience for me. The purpose of this letter is to inform you I am resigning from the Commission for personal reasons effective April 3, 2012.

It was a pleasure working with the other commissioners and city staff, all of whom were very professional and courteous. I would also like to acknowledge the fine work performed by Ms. Ruth Woodbeck as secretary to the Traffic Safety Commission.

I want to thank you and the City Council members for selecting me to serve on the Traffic Safety Commission. It was indeed an honor.

Very truly yours,


Steve Gallagher